

If yes, please indicate why: _____

If applying for a Class I or Class II license, please submit a plot plan that shows:

- 1 the number of the vehicles on display
- 2 the exact location of the vehicles
- 3 customer parking
- 4 office area

Proposed hours of operation:

Monday 8am - 5:30pm Thursday 8am - 5:30pm Sunday closed
Tuesday 8am - 5:30pm Friday 8am - 5:30pm
Wednesday 8am - 5:30pm Saturday 8am - 12pm

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state and local taxes required by law.

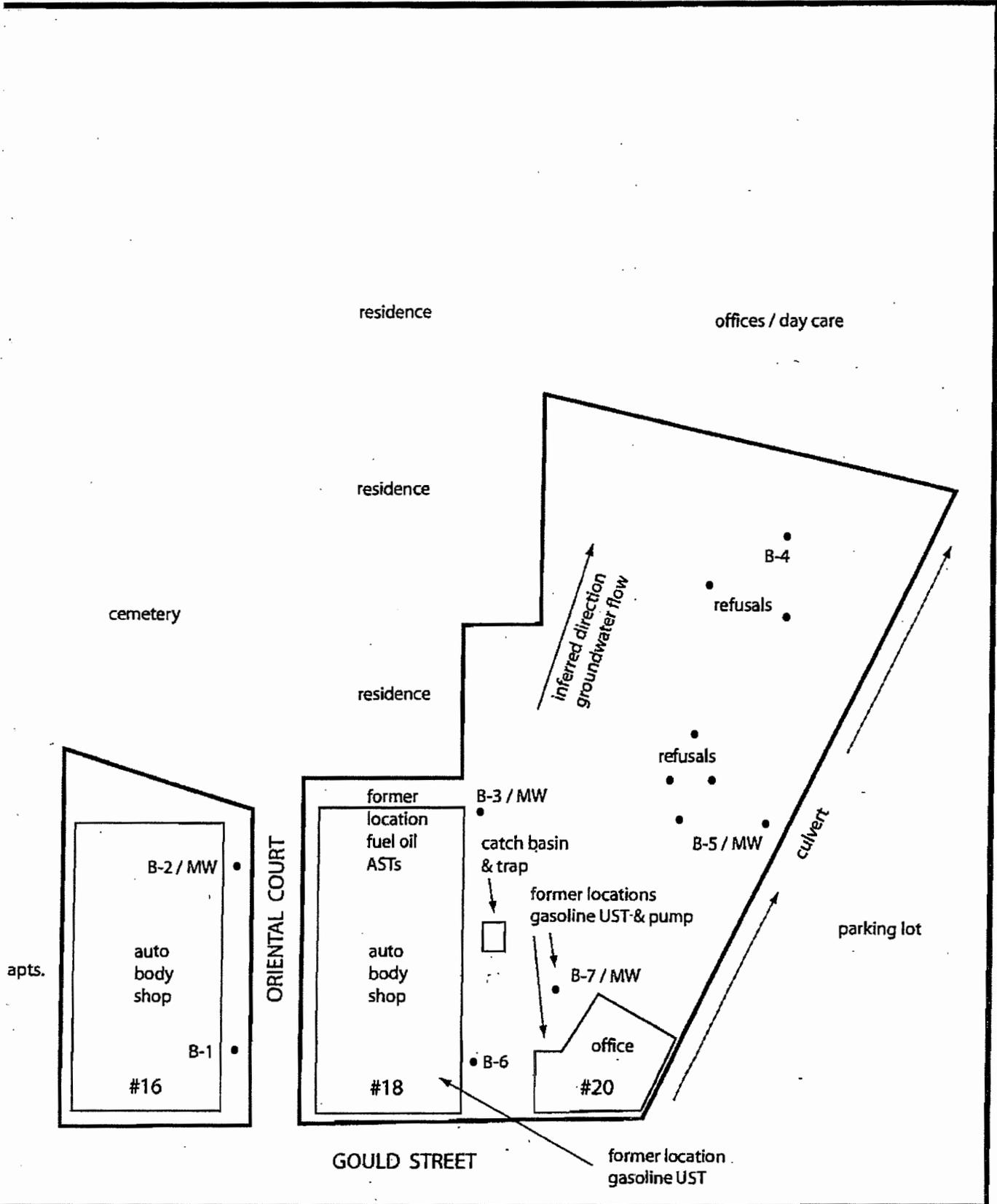
Date: 9/9/15 Signature: Mal E Aldent

I certify that I have read through the conditions included with this license application.

I hereby authorize the Licensing Authority or its agent(s) to make inquiry or investigation, as needed, to verify the information contained in this application.

Date: 9/9/15 Signature: Mal E Aldent

Please contact the Selectmen's Office at (781) 279-2680 if you have any questions regarding application form.



ENSOL, Inc.
 Environmental Assessment
 16 & 18 Gould St., Stoneham, MA
 January 2006

**Figure 3.0: Sketch of Property
 & Sample Points**

scale: approx. 1 in. = 40 ft.



2013 JUL 30 P 5: 3
TOWN CLERK
REGISTRARS

Decision of the
STONEHAM PLANNING BOARD
Special Permit Granting Authority

July 30, 2013

A duly advertised, noticed and called public hearing was held on June 12, 2013, continued to July 10, 2013 and at meeting immediately following the conclusion said hearing, the Planning Board voted to amend a Special Permit upon the Petition of J.L.A.M., LLC, Mark E. Aldrich, Sr., Manager of 18 Gould Street, Stoneham, Massachusetts, pursuant to The Stoneham Town Code, Chapter 15, Zoning Bylaw, Section 4.8.3.4, dated April 28, 2009, amending the previous owner's Special Permit, dated September 23, 1998, to allow long-term storage of vehicles for sale in the northeast corner of the property located at 18 Gould Street Stoneham, Mass.

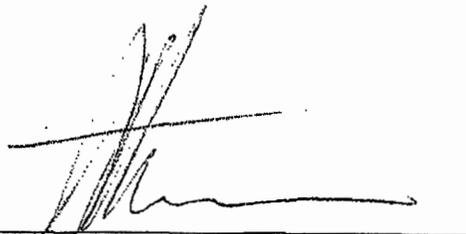
The petitioner is granted the amendment to the above referenced Special Permit Decision of April 28, 2008 subject to the specific modifications of the conditions specified therein and additional conditions 7 A, 7 B and 9 as follows:

1. The use is to be housed on the land and structures thereon shown on a " Plan of Land, in Stoneham, Massachusetts" by Dewsnap Engineering Associates, LLP, dated January 8, 2008, amended to April 12, 2013 showing the existing building, garage and used vehicles in the northeast corner of the locus.
5. The use is limited to general auto body and automotive repair conducted within the structures on the premises. No salvage or recycling activities are allowed.
6. No work in progress, vehicles in a partially assembled or dismantles state, is allowed.
7. No parking or long term storage of vehicles, other than those awaiting repair, delivery to customers or employees is allowed except:
 - A. No more than eight (8) vehicles for sale in the northeast corner of the premises, subject to the issuance of a Class II Used Car Dealer's License by the Board of Selectmen.
 - B The towing operation existing at the time of the original Special Permit dated September 23, 1998, is limited to the parking of no more than two (2) tow vehicles and ten (10) recovered vehicles operating in the southeast corner of the premises. No such vehicle is to be dismantles or recycled on the premises as per Conditions 5 and 6 above
8. All permits required under this amended decision are to be obtained within two years of the filing date of this decision.
9. The hours of operation of any used car sales are limited to the hours of 7:30AM to 5:30PM, Monday through Friday, 8:00AM to 12Noon Saturday and no hours of operation on Sunday

In considering its amended decision the Board noted that the specific site is an appropriate location for such use as it meets the requirements for the issuance of a Special Permit contained in the Stoneham Town Code, Chapter 15, 7.4.3.1 (a) – (e), more particularly:

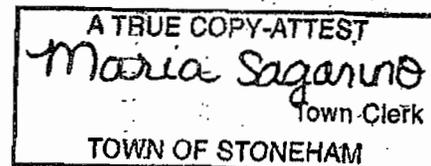
- a. *The specific site is an appropriate location for such use, structure or condition.* The proposed mixed retail business, service establishment, and limited used car sales for motor vehicles use is an appropriate location for the proposed use;
- b. *The use as developed and operated will not adversely affect the neighborhood.* The conditions contained within this decision will safeguard the character of the district.
- c. *There will be no nuisance or serious hazard to vehicles or pedestrians.* There will likely be little if any increase in vehicular traffic as a result of the new use.
- d. *Adequate and appropriate facilities will be provided for the proper operation and proposed use.*
- e. *Access to the site over streets is appropriate for the type of vehicles involved.* The area is sufficient to handle the little, if any, increase in traffic. Additionally, the site continues to meet all of its parking requirements on site.

It is also noted that petitioner meets all other applicable provisions of the Zoning Bylaws with regard to this locus.



August S. Niewenhous, Chairman

Voting in the affirmative to grant:
Catalano, Moynihan, Niewenhous, O'Grady
Absent:
Dolan



For the Petitioner:
Charles F. Houghton, Esq.

THE COMMONWEALTH OF MASSACHUSETTS

Stoneham

CITY OR TOWN

PLANNING BOARD

NOTICE OF

Conditional or Limited Variance or Special Permit

(General Laws Chapter 40A, Section 18 as amended)

Notice is hereby given that a Conditional or Limited Variance or Special Permit has been granted to

J.L.A.M., LLC, Mark E. Aldrich, Sr., Manager

Owner or Petitioner

Address 18 Gould Street

City or Town Stoneham, Massachusetts 02180

Identify Land Affected

by the Town of Stoneham Planning Board affecting the rights of the owner with respect to the use of premises on

18 Gould Street

Stoneham, Massachusetts

Street

City or Town

the record title standing in the name of

J.L.A.M., LLC, Mark E. Aldrich, Sr.

whose address is 18 Gould Street

Stoneham, Massachusetts 02180

Street

City or Town

State

by a deed duly recorded in the Middlesex South County Registry of Deeds in

Book 50492 Page 324 Registry District of the Land

Court Certificate No. Book Page

The decision of the said Board is on file in the office of the Town Clerk, Town Hall, Stoneham, MA Certified this 6th day of May, 2009

August S. Niewenhous

Chairman

Handwritten signature of Clerk

Clerk

Received and entered with the Register of Deeds in the County of

Book Page

ATTEST

Register of Deeds

Notice to be recorded by Land owner

Decision of the
STONEHAM PLANNING BOARD
Special Permit Granting Authority

REGISTRARS

2009 MAY -6 P 1:04

April 28, 2009

A duly advertised, noticed and called public hearing was held on March 11, 2009 and at meeting immediately following the conclusion said hearing, the Planning Board voted unanimously to grant a Special Permit upon the Petition of J.L.A.M., LLC, Mark E. Aldrich, Sr., Manager of 18 Gould Street, Stoneham, Massachusetts, pursuant to The Stoneham Town Code, Chapter 15, Zoning Bylaw, Section 4.8.3.4. amending the previous owner's Special Permit, dated September 23, 1998, to use the existing structure for auto repair on any vehicle as a motor vehicle repair and service establishment on the property located at 18 Gould Street Stoneham, Mass..

The petitioner is granted a Special Permit as referenced above subject to the following conditions:

1. The use is to be housed on the land and structures thereon shown on a "Plan of Land, in Stoneham, Massachusetts" by Dewsnap Engineering Associates, LLP, dated January 8, 2008, showing the existing building and garage.
2. The Decision of the Board of Appeals dated February 24, 2009, incorporated by reference in this decision and made a part thereof.
3. The incorporation of the recommendations in noted correspondence of:
Fire Chief, dated February 26, 2009,
All incorporated by reference in this decision and made a part thereof.
4. All signage on the site is to conform to the Stoneham Town Code, Chapter 15, Zoning Bylaw, Sign Bylaw.
5. The use is limited to general auto body and automotive repair conducted within the structures on the premises. No salvage or recycling activities are allowed.
6. No work in progress, vehicles in a partially assembled or dismantles state, is allowed.
7. No parking or long term storage of vehicles, other than those awaiting repair, delivery to customers or employees is allowed.
8. All permits required under this decision are to be obtained within two years of the filing date of this decision.

In considering its decision the Board noted that the specific site is an appropriate location for such use as it meets the requirements for the issuance of a Special Permit contained in the Stoneham Town Code, Chapter 15, 7.4.3.1 (a) – (e), more particularly:

- a. *The specific site is an appropriate location for such use, structure or condition. The proposed mixed retail business and service establishment for motor vehicles use is an appropriate location for the proposed use;*
- b. *The use as developed and operated will not adversely affect the neighborhood. The conditions contained within this decision will safeguard the character of the district.*
- c. *There will be no nuisance or serious hazard to vehicles or pedestrians. There will likely be little if any increase in vehicular traffic as a result of the new use.*
- d. *Adequate and appropriate facilities will be provided for the proper operation and proposed use.*
- e. *Access to the site over streets is appropriate for the type of vehicles involved. The area is sufficient to handle the little, if any, increase in traffic. Additionally, the site is meet all of its parking requirements on site.*

It is also noted that petitioner meets all other applicable provisions of the Zoning Bylaws with regard to this locus.



August S. Niewenhous, Chairman

Voting in the affirmative to grant:
Catalano, Dolan, McLaughlin, Niewenhous, O'Grady

For the Petitioner:
Charles F. Houghton, Esq.

THE COMMONWEALTH OF MASSACHUSETTS

Town Stoneham OF _____

**APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF**

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class II class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Carlos Sagastume DBA: Stoneham Auto Sales

Business address of concern. No. 16-18 Gould St. St.,
Stoneham, MA. 02180 City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Individual.

3. If an individual, state full name and residential address.
Carlos Sagastume
54 Cottage St. Melrose, MA. 02176

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.
President _____
Secretary _____
Treasurer _____

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes
If so, is your principal business the sale of new motor vehicles? No
Is your principal business the buying and selling of second hand motor vehicles? Yes
Is your principal business that of a motor vehicle junk dealer? No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.
3,840 sq. ft. of the back parking lot at 18 Gould St. will be used to store vehicles. Maximum of eight (8) cars will be stored on premises. Office will be located at 16 Gould St.
Hours of operation: Mon - Friday 8am - 5:30pm, Sat 8am - 12pm.

8. Are you a recognized agent of a motor vehicle manufacturer? No
(Yes or No)
If so, state name of manufacturer N/A

9. Have you a signed contract as required by Section 58, Class 1? No
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? NO
(Yes or No)
If so, in what city - town N/A

Did you receive a license? N/A For what year? N/A
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO
(Yes or No)

Sign your name in full [Signature]
(Duly authorized to represent the concern herein mentioned)

Residence 54 Cottage St. Melrose, MA. 02176

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Stoneham Auto Sales
 Address: 16-18 Gould St.
 City/State/Zip: Stoneham, MA, 02180 Phone #: 781-727-1210

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Are you an employer? Check the appropriate box:</p> <p>1. <input type="checkbox"/> I am a employer with _____ employees (full and/ or part-time).*</p> <p>2. <input checked="" type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p> | <p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input checked="" type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
 **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____
 Insurer's Address: _____
 City/State/Zip: _____
 Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).
 Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 9/9/15
 Phone #: 781-727-1210

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

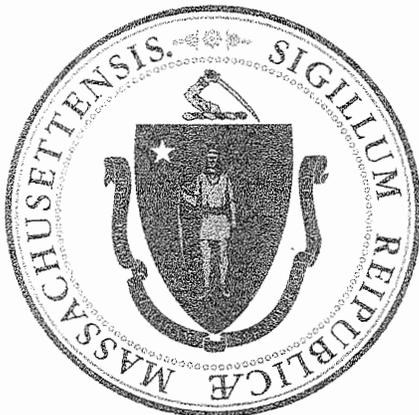
William Francis Galvin
Secretary of the
Commonwealth

Date: September 15, 2015

To Whom It May Concern :

I hereby certify that according to the records of this office,
AUTOCRAFT COLLISION, INC.

is a domestic corporation organized on **April 07, 2003** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 15095270290

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: tad



Service Summary

| ANNUAL RECURRING CHARGES | | |
|-------------------------------------|--------------------------------------------------|-----------------|
| Base Plan | Starter + 1,000 records (2,000 records per year) | \$12,000 |
| Integration | Patriot Assessor automated updates (annual fee) | \$2,400 |
| Total annual service charges | | \$14,400 |

| NON-RECURRING CHARGES – ONE-TIME INVESTMENTS | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------|
| Online Setup Success Course | | |
| Get the most out of ViewPoint Cloud with expert assistance from a ViewPoint consultant. Intended for 1-3 administrators, this program will take approximately 3 weeks, during which time you will gain an expert understanding of the software as you tailor the system to suit your community. | | |
| | | \$3,000 |
| Sample curriculum includes: <ul style="list-style-type: none"> • Defining citizen service goals • Developing an online permitting strategy • How to customize forms and workflows • Testing & Training best practices | | |
| Dedicated Project Manager for 1 Months @ \$4,000/month | | |
| Need help executing your online permitting strategy? A ViewPoint project manager can help manage project milestones and guide your team through the process of setting up ViewPoint Cloud. This service is provided remotely. | | |
| | | \$4,000 |
| Migration of Historical records from GeoTMS** and Munis*** | | |
| Requirements: Access to a data-dump from the previous system, including a database diagram (data dictionary). If community is using an imported/integrated MAT, then the historical data must include a foreign key field matching up to the MAT unique ID. Data must be clean with matching addresses. Street and house number must be in separate fields. ViewPoint will migrate permit data one database from each from Munis & GeoTMS to the community's ViewPoint Cloud environment. Form fields and permit data from the existing database(s) will be recreated in ViewPoint Cloud exactly as found in the originating system. This is an "as-is" migration, with the community is responsible for the quality of data being migrated. | | |
| | | \$6,000** |
| | | \$5,000*** |
| Automated Patriot Updates | | |
| An automated push from Patriot to ViewPoint Cloud on a defined scheduled for address, parcel and owner information updates. | | |
| | | \$2,000 |
| Total non-recurring charges | | \$20,000 |

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

This is a contract between you (the Customer) and us (ViewPoint). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. It is a legal document so some of the language is necessarily "legalese" but we have tried to make it as readable as possible. These terms are so important though that we cannot provide these services unless you agree to them. By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We periodically update these terms and we will let you know when we do via email.

1. Definitions

"Agreement" means these Customer Terms of Service and all materials referred or linked to in here.

"Billing Period" means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if you subscribe to the Subscription Service for a one (1) year Initial Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

"Confidential Information" means all information provided by you or us ("Discloser") to the other ("Receiver"), whether orally or in writing that is designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit or collect via the Subscription Service.

"ViewPoint Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services.

"Order Form" or "Order" means the ViewPoint-approved form by which you agree to subscribe to the Subscription Service and purchase Consulting Services. The purchase form may be referred to as a "Statement of Work" if you are purchasing only Consulting Services.

"Sensitive Information" means credit or debit card numbers; personal financial account information; Social Security numbers; passport numbers; driver's license numbers or similar identifiers; any information subject to regulations, laws or industry standards designed to protect data privacy and security, such as the Health Insurance Portability and Accountability Act and the Payment Card Industry Data Security Standards.

"Subscription Service" means our web-based permit management applications, tools and platform that you have subscribed to by an Order Form, and developed, operated, and maintained by us,

accessible via <http://www.viewpointcloud.com> or another designated URL, and any ancillary products and services that we provide to you.

"Subscription Term" means the Initial Subscription Term and all Renewal Subscription Terms.

"Third-Party Products" means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service.

"Users" means your employees, citizens, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"Record" means a single record created via the Subscription Service.

"We", "us" or "our" means ViewPoint Government Solutions, Inc.

"You", "your" or "Customer" means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable billing statement, Order Form or Statement of Work as the customer.

2. The Subscription Service

a. Access. During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement.

b. Limits. Limits may apply to the number of Records created per year. Any limits will be specified in your Order Form and this Agreement.

c. Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. But we will not make changes to the Subscription Service that materially reduce the functionality of the Subscription Service provided to you during the Subscription Term. We might provide some or all elements of the Subscription Service through third party service providers.

d. Additional Features. You may subscribe to additional features of the Subscription Service by agreeing to a new Order Form.

e. Free Trial. If you register for a free trial of the Subscription Service, we will make the Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period or (b) the start date of your subscription. If we include additional terms and conditions on the trial registration web page, those will apply as well. During the free trial period, (i) the Subscription Service is provided "as is" and without warranty of any kind, (ii) we may suspend, limit, or terminate the Subscription Service for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Subscription Service. Unless you subscribe to the Subscription Service before the end of the free trial, all of your data on the Subscription Service will be permanently deleted at the end of the trial, and we will not recover it.

3. Customer Support

a. Support. Support is included in your Subscription Fee. We accept webform support questions 24 Hours per Day x 7 Days per Week at <http://support.viewpointcloud.com>. Webform responses are provided during business hours only. We attempt to respond to webform support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time.

b. Availability. We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

4. Consulting Services

You may purchase Consulting Services through an Order Form or Statement of Work. Fees for these Consulting Services are in addition to your Subscription Fee. Unless otherwise agreed, all Consulting Services are performed remotely.

For Consulting Services performed on-site, you will reimburse us our reasonable cost for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of receipt of the invoice.

Hours purchased as part of a consulting package expire as set forth in the Order Form, but in any case no later than one hundred and eighty (180) days from purchase. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

5. Fees and Payments

a. Subscription Fees. The Subscription Fee will remain fixed during the Subscription Term unless you (i) exceed your Maximum Records or other applicable limits (see Section 2.b. above), (ii) change products or base packages, or (iii) subscribe to additional features or products, including additional Records. Where a price change applies to you, we will charge or invoice you under the new price structure, starting with the next Billing Period in the Subscription Term, except as provided below under "Fee Adjustments During a Billing Period". In order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs. We will monitor or audit remotely the number of Records in the Subscription Service. This information is also available to you on your Settings page in your ViewPoint portal.

b. Fee Adjustments in Next Billing Period. If you exceed your Maximum Records in a Billing Period, then your Subscription Fee will be adjusted at the beginning of the next Billing Period up to the current base package and tier price which corresponds with the maximum number of Records from the prior Billing Period. This process will continue for each Billing Period during the Subscription Term. Our pricing and limits will be as set forth at <http://www.viewpointcloud.com/pricing>. We determine the number of Records in the Subscription Service. At your request, we will provide you with the detail we used to reach our conclusion. Once increased, your Subscription Fee will not decrease, even if there is a subsequent reduction in the number of Records.

c. Fee Adjustments During a Billing Period. The Subscription Fee will increase during the course of a Billing Period if you exceed your Record Limit in a Billing Period. The Subscription Fee will be adjusted up to the tier price which corresponds with your maximum Records processed from the current Billing Period. The Subscription Fee will also increase during a Billing Period if you change products or subscribe to additional features for use during the Billing Period.

d. Payment by credit card. If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable at the beginning of the Initial Subscription Term and all subsequent Billing Periods, including upgrades. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

e. Payment against invoice. If you are paying by invoice, we will invoice you at the beginning of the Initial Subscription Term and at the beginning of each subsequent Billing Period. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

f. Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your Settings Page within your ViewPoint portal. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

g. Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

6. Subscription Term and Renewal

a. Initial Subscription Term. The initial subscription term shall begin on the effective date of your Subscription and expire at the end of the period selected during the subscription process ("Initial Subscription Term").

b. Renewal Subscription Term. Unless one of us gives the other written notice that it does not intend to renew the subscription, this Agreement will automatically renew for the shorter of the Initial Subscription Term or one year ("Renewal Subscription Term"). Written notice of non-renewal must be sent no more than ninety (90) days but no less than forty-five (45) days in advance of the end of the Subscription Term. The Renewal Subscription Term will be on the current terms and conditions of this Agreement, and subject to the renewal pricing provided for in your Order Form or, if not specified in the Order Form, on our standard pricing available at <http://www.viewpointcloud.com/pricing>. In addition, on renewal, the current product usage limits at <http://www.viewpointcloud.com/pricing> will apply to your subscription, unless otherwise agreed to by you and ViewPoint. Should you decide not to renew, you may send the notice of non-renewal by email to contact@viewgov.com.

c. End of Subscription Term. The Subscription Term will end on the expiration date and cannot be canceled before its expiration.

7. ViewPoint's Proprietary Rights

This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws. The Subscription Service and Consulting Services belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Subscription Service and Consulting Services. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the ViewPoint Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. ViewPoint, the ViewPoint logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission.

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment to you.

8. Customer's Proprietary Rights

As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

9. Confidentiality.

The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party, and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

10. Customer Responsibilities.

To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that are typically required from you include a Project Manager and a Technical Resource. Responsibilities that are typically required include planning of permitting

processes; acting as internal liaison between permitting and other functions; providing top level internal goals for the use of the Subscription Service; and supporting the integration of the Subscription Service with other systems.

11. Publicity

You grant us the right to add your name and logo to our customer list and website.

12. Customer Data

a. Limits on ViewPoint. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy, located at <http://www.viewpointcloud.com/privacy-policy>.

b. Aggregate Data. We may monitor use of the Subscription Service by all of our customers and use the data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you.

c. Safeguards. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You consent to the processing of Customer Data in the United States.

d. No Sensitive Information. YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT OR MANAGE SENSITIVE INFORMATION.

13. Use and Limitations of Use

a. Prohibited and Unauthorized Use. You will not (i) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (ii) attempt to gain unauthorized access to the Subscription Service; (iii) access the Subscription Service other than through our interface; or (iv) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You will notify us right away of any unauthorized use of your Users' identifications and passwords or your account by following the instructions at <http://support.viewpointcloud.com>.

14. Third-Party Sites and Products

Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warranty the Third-Party Site or Product.

15. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you; (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

16. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, VIEWPOINT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SUBSCRIPTION SERVICE, AND THE CONSULTING SERVICES INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR INDEMNITY OBLIGATIONS, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND DOLLARS OR THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

d. Third Party Products. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

17. Termination, Suspension and Expiration

a. Termination for Cause. Either party may terminate this Agreement for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

b. Suspension for Prohibited Acts. We may suspend any User's access to the Subscription Service for: (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, or (ii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

c. Suspension for Non-Payment. We may suspend your access to all or any part of the Subscription Service upon ten (10) days' notice to you of non-payment of any amount past due. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

d. Suspension for Present Harm. If your website on, or use of, the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service.

e. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and ViewPoint Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

f. Retrieval of Customer Data. As long as you have paid all fees owed to us, if you make a written request within thirty (30) days after termination or expiration of your Subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. We may withhold access to the Customer Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and may, unless legally prohibited, delete all Customer Data in our systems or otherwise in our control.

18. General

a. Amendment; No Waiver. We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service. If we

update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at <http://www.viewpointcloud.com/terms-of-service> and we will let you know through the ViewPoint portal used to access your ViewPoint subscription. The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Contracting Entity and Applicable Law. You are contracting with ViewPoint Government Solutions, Inc. and this Agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A. without reference to conflicts of law principles. For contracts with ViewPoint Government Solutions, Inc., both parties consent to the exclusive jurisdiction and venue of courts in Boston, Massachusetts, U.S.A. for all disputes arising out of or relating to the use of the Subscription Service or the Consulting Services.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

f. Compliance with Laws. We will comply with all U.S. state and federal laws in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

g. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

h. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To ViewPoint Government Solutions, Inc.: ViewPoint Government Solutions, Inc., 320 Congress Street, 5th Floor, Boston, MA 02210, U.S.A., Attention: General Counsel.

To you: your address as provided in our ViewPoint Subscription account information for you.

We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

i. Entire Agreement. This Agreement (including each Order Form and Statement of Work), along with our Privacy Policy and AUP, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service.

j. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

k. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

l. Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

m. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

n. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Fees and Payments', 'ViewPoint's Proprietary Rights', 'Customer's Proprietary Rights', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Termination, Suspension and Expiration', and 'General'.

o. Precedence. In the event of a conflict between the terms of this Agreement and an Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control, but only as to that Order Form or Statement of Work.



Order Form

| Customer: | Name | Representative |
|-----------|------------------|----------------|
| | Town of Stoneham | David Ragucci |

| Term: | Start Date | End Date |
|-------|-----------------|--------------------|
| | October 1, 2015 | September 30, 2016 |

| Service: | Name | Price |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| One-Time | Online Setup Success Course | \$3,000 |
| One-Time | 1 Months of Dedicated Project Manager | \$4,000 |
| One-Time | Integration and Automation with Patriot for assessor property data, such as parcel, owner, address data. | \$2,000 |
| One-Time | Migration of Historical records from GeoTMS (MS Access) and Munis (Sql Server) for permits and inspections. ViewPoint will migrate permit data one database from each from Munis & GeoTMS to the community's ViewPoint Cloud environment. Form fields and permit data from the existing database(s) will be recreated in ViewPoint Cloud exactly as found in the originating system. This is an "as-is" migration, with the community is responsible for the quality of data being migrated. | \$11,000 |
| Recurring | Automatic Patriot Assessor updates to ViewPoint Cloud (annually) | \$2,400 |
| Recurring | ViewPoint Cloud Starter + 1,000 records 2,000 records/year (annually) | \$12,000 |
| Total Amount Due: | | \$34,400 |

By signing below, you hereby agree to the ViewPoint Cloud Terms of Service and will be billed according to the terms therein.

Signed

Date

| | |
|--|--|
| | |
|--|--|

The specific scope of the data migration includes:

1. Records (Permits, Licenses)
2. Applicant information
3. Location information (must be formatted to match the community's address source)
4. Total Fee and Total Payment
5. Associated Contractor(s)
6. Associated permit or license data fields (e.g. work description, square footage, etc)
7. Inspections (results and dates)
8. CO Issuance Date

This does not include:

1. Migration of log history or workflow data
2. Details of specific department sign offs
3. Historical attachment migration
4. Detailed breakdowns of payments and fees
5. Import of a contractor database
6. Parent/Child relationships between permits or licenses

We at ViewPoint (ViewPoint Government Solutions, Inc. and our affiliates) are committed to protecting your privacy. This Privacy Policy applies to both our websites (Websites), including www.viewpointcloud.com, and our Subscription Service (the Subscription Service). This Privacy Policy governs our data collection, processing and usage practices. By using the Websites or the Subscription Service, you consent to the data practices described in this Privacy Policy. If you do not agree with the data practices described in this Privacy Policy, you should not use the Websites or the Subscription Service.

We periodically update this Privacy Policy. If you subscribe to the Subscription Service, then you will receive notice when this Privacy Policy is modified. The notice will be delivered through the ViewPoint portal used to access your ViewPoint subscription. We encourage you to review this Privacy Policy periodically.

1. Important Information

1.1. Changes to this Privacy Policy

We may update this Privacy Policy from time to time by posting a new version online. You should check this page occasionally to review any changes. If we make any material changes we will notify you by posting the revised Privacy Policy on our Websites and, if you subscribe to our Subscription Service, providing notice through the ViewPoint portal used to access your ViewPoint subscription. This helps you to always be aware of what information we collect, how we use it and under what circumstances, if any, it is disclosed. Your continued use of the Websites, the Subscription Service, and/or continued provision of Personal Information to us will be subject to the terms of the then-current Privacy Policy.

1.2. Contact Us

If you have any questions about this Privacy Policy or our treatment of the information you provide us, please write to us by email at privacy@viewgov.com or by mail to ViewPoint, Inc., 320 Congress St., 5th Floor, Boston, MA 02210 USA, Attn: Privacy.

2. Use of the Subscription Service by ViewPoint and our Customers

2.1. The ViewPoint Subscription Service

Our online Subscription Service allows any customer that uses it to build an online citizen service website on our servers where users can provide their contact information and other demographic information, and submit and process applications for government services. This information, which is stored and managed on our service providers' servers, is then used by the customer to communicate internally and with citizens. ViewPoint provides the Subscription Service to our customers for their own citizen service management.

2.2. Use by Our Customers

Our customers use the Subscription Service to build citizen service webpages that allow online processing of government service requests. ViewPoint does not control the content of these webpages or the types of information that our customers may choose to collect or manage using the Subscription Service. That information belongs to them and is used, disclosed and protected by them according to their privacy policies and is not subject to this Privacy Policy. ViewPoint processes

our customers' information as they direct and in accordance with our agreements with our customers, and we store it on our service providers' servers, but we do not have control over its collection or management. Our agreements with our customers prohibit us from using that information, except as necessary to provide and improve the Subscription Service, as permitted by this Privacy Policy, and as required by law. We have no direct relationship with individuals who provide Personal Information to our customers. Our customers control and are responsible for correcting, deleting or updating information they have collected from you using the Subscription Service. We may work with our customers to help them provide notice to their visitors about their data collection, processing and usage. Our agreements with our customers prohibit them from using the Subscription Service to collect, manage, or process Sensitive Information. We are not responsible for our customers' use of information they collect on the Subscription Service.

2.3. "Sensitive Information"

This refers to credit or debit card numbers, personal financial account information, Social Security numbers, passport numbers, driver's license numbers or similar personal identifiers, racial or ethnic origin, physical or mental health condition or information, or other employment, financial or health information.

3. Information We Collect

3.1. When You Visit our Websites

You are free to explore the Websites without providing any information about yourself. When you visit the Websites or register for the Subscription Service, we request that you provide Personal Information about yourself, and we collect Navigational Information.

3.2. "Personal Information"

This refers to any information that you voluntarily submit to us and that identifies you personally, including contact information, such as your name, e-mail address, company name, address, phone number, and other information about yourself or your business. Personal Information can also include information about any transactions, both free and paid, that you enter into on the Websites, and information about you that is available on the internet, such as from Facebook, LinkedIn, Twitter and Google, or publicly available information that we acquire from service providers.

3.3. "Navigational Information"

This refers to information about your computer and your visits to this website such as your IP address, geographical location, browser type, referral source, length of visit and pages viewed. Please see the "Navigation Information" section below.

3.4. Payment Information

We collect and process payment information from you when you subscribe to the Subscription Service, including credit cards numbers and billing information, using third party PCI-compliant service providers. Except for this, we do not collect Sensitive Information from you.

3.5. Information About Children

The Websites are not intended for or targeted at children under 13, and we do not knowingly or intentionally collect information about children under 13. If you believe that we have collected

information about a child under 13, please contact us at privacy@viewgov.com, so that we may delete the information.

4. How We Use Information We Collect

4.1. Compliance with Our Privacy Policy

We use the information we collect only in compliance with this Privacy Policy. Customers who subscribe to our Subscription Services are obligated through our agreements with them to comply with this Privacy Policy.

4.2. We Never Sell Personal Information

We will never sell your Personal Information to any third party.

4.3. Use of Personal Information

In addition to the uses identified elsewhere in this Privacy Policy, we may use your Personal Information to: (a) improve your browsing experience by personalizing the Websites and to improve the Subscription Service; (b) send information to you which we think may be of interest to you by post, email, or other means; (c) send you marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you, and (d) provide other companies with statistical information about our users -- but this information will not be used to identify any individual user. We may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, we do not transfer your unique Personal Information to the third party. In addition, we may share data with trusted partners to contact you based on your request to receive such communications, help us perform statistical analysis, or provide customer support. Such third parties are prohibited from using your Personal Information except for these purposes, and they are required to maintain the confidentiality of your information.

4.4. Use of Navigational Information

We use Navigational Information to operate and improve the Websites and the Subscription Service. We may also use Navigational Information alone or in combination with Personal Information to provide you with personalized information about ViewPoint.

4.5. Customer Testimonials and Comments

We post customer testimonials and comments on our Websites, which may contain Personal Information. We obtain each customer's consent via email prior to posting the customer's name and testimonial.

4.6. Use of Credit Card Information

If you give us credit card information, we use it solely to check your financial qualifications and collect payment from you. We use a third-party service provider to manage credit card processing. This service provider is not permitted to store, retain, or use information you provide except for the sole purpose of credit card processing on our behalf.

4.7. Service Providers

We employ other companies and people to provide services to visitors to our Websites, our customers, and users of the Subscription Service and may need to share your information with them

to provide information, products or services to you. Examples may include removing repetitive information from prospect lists, analyzing data, providing marketing assistance, processing credit card payments, supplementing the information you provide us in order to provide you with better service, and providing customer service. In all cases where we share your information with such agents, we explicitly require the agent to acknowledge and adhere to our privacy and customer data handling policies.

4.8. Security of your Personal Information

We use a variety of security technologies and procedures to help protect your Personal Information from unauthorized access, use or disclosure. We secure the Personal Information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When sensitive Personal Information (such as a credit card number and/or geo-location data) is collected on our Websites and/or transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

4.9. Social Media Features

Our Websites include Social Media Features, such as the Facebook Like button and Widgets, such as the Share This button or interactive mini-programs that run on our sites. These features may collect your IP address, which page you are visiting on our sites, and may set a cookie to enable the feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Websites. This Privacy Policy does not apply to these features. Your interactions with these features are governed by the privacy policy and other policies of the companies providing them.

4.10. External Websites

Our Websites provide links to other websites. We do not control, and are not responsible for, the content or practices of these other websites. Our provision of such links does not constitute our endorsement of these other websites, their content, their owners, or their practices. This Privacy Policy does not apply to these other websites, which are subject to any privacy and other policies they may have.

4.11. Public Forums

We offer publicly accessible message boards, blogs, and community forums. Please keep in mind that if you directly disclose any information through our public message boards, blogs, or forums, this information may be collected and used by others. We will correct or delete any information you have posted on the Websites if you so request, as described in "Opting Out and Unsubscribing" below.

4.12. Retention of Personal Information

We retain Personal Information that you provide us as long as we consider it potentially useful in contacting you about the Subscription Service or our other services, and then we securely delete the information. We will delete this information from the servers at an earlier date if you so request, as described in "Opting Out and Unsubscribing" below. If you provide information to our customers as part of their use of the Subscription Service, our customers decide how long to retain the personal information they collect from you. If a customer terminates its use of the Subscription Service, then we will provide customer with access to all information stored for the customer by the Subscription Service, including any Personal Information provided by you, for export by the customer according

to our agreement with our customer. After termination, we may, unless legally prohibited, delete all customer information, including your Personal Information, from the Subscription Service.

4.13. International Transfer of Information

To facilitate our global operations, we may transfer and access Personal Information from around the world, including the United States. This Privacy Policy shall apply even if we transfer Personal Information to other countries.

4.14. Corporate Events

If we (or our assets) are acquired by another company, whether by merger, acquisition, bankruptcy or otherwise, that company would receive all information gathered by ViewPoint on the Websites and the Subscription Service.

4.15. Compelled Disclosure

We reserve the right to use or disclose your Personal Information if required by law or if we reasonably believe that use or disclosure is necessary to protect our rights or to comply with a law, court order, or legal process.

5. Navigational Information

5.1. Cookies

We use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web server. Cookies are not used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web server in the domain that issued the cookie to you. One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize pages on our Websites, or register for the Subscription Service, a cookie helps us to recall your specific information on subsequent visits. When you return to the same Website, the information you previously provided can be retrieved, so you can easily use the customized features.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the ViewPoint Subscription Service or Websites you visit. ViewPoint keeps track of the Websites and pages you visit within ViewPoint, in order to determine what portion of the ViewPoint Website or Subscription Service is the most popular or most used. This data is used to deliver customized content and promotions within the ViewPoint Website and Subscription Service to customers whose behavior indicates that they are interested in a particular subject area.

5.2. Log Files

We may collect demographic information, such as your ZIP code, age, gender, preferences, interests and favorites using log files that are not associated with your name or other personally identifying information. There is also information about your computer hardware and software that is automatically collected by us. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by ViewPoint for the operation of the Subscription Service, to maintain quality of the Subscription Service, and to provide

general statistics regarding use of the ViewPoint Website. For these purposes, we do link this automatically-collected data to Personal Information such as name, email address, address, and phone number.

5.3. Clear Gifs (Web Beacons/Web Bugs)

We employ a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), that help us better manage the Website and Subscription Service by informing us what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages or in emails and are about the size of the period at the end of this sentence. We use clear gifs in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns. We tie the information gathered by clear gifs in emails to our customers' Personal Information. If you would like to opt-out of these emails, please see "Opting Out and Unsubscribing".

5.4. Single Sign-On

You can log in to our site using a Single Sign-on (SSO) service like your Google account. This service will authenticate your identity and provide you the option to share certain personal information with us such as your name and email address to pre-populate our sign up form. Such services may give you the option to post information about your activities on this Web site to your profile page to share with others within your network.

5.5. Third Party Tracking Technologies

The use of cookies and web beacons by any tracking utility company is not covered by our privacy statement. We do not have access or control over these third party tracking technologies

6. Opting Out and Unsubscribing

6.1. Reviewing, Correcting and Removing Your Personal Information

If you provide us with your Personal Information, you have the following rights with respect to that information:

- To review the user information that you have supplied to us
- To request that we correct any errors, outdated information, or omissions in user information that you have supplied to us
- To request that your user information not be used to contact you
- To request that your user information be removed from any solicitation list that we use
- To request that your user information be deleted from our records
- To opt out of being solicited by ViewPoint or third parties

To exercise any of these rights, please contact us at privacy@viewgov.com or by mail to ViewPoint Government Solutions, Inc., 320 Congress Street, 5th Floor, Boston, MA 02210 USA, Attention: Privacy. We will promptly change, correct, or delete your information and notify you of the action we have taken.

6.2. To Unsubscribe From Our Communications

You may unsubscribe from our marketing communications by clicking on the "unsubscribe" link located on the bottom of our e-mails, or by sending us email us at privacy@viewgov.com, or by sending us postal mail to ViewPoint Government Solutions, Inc., 320 Congress Street, 5th Floor, Boston, MA 02210 USA, Attention: Privacy. Customers cannot opt out of receiving transactional emails related to their account with us or the Subscription Service.

Chairman Boussy and Members: I represent PGG Outdoor LLC and Goldberg Family Ltd Partnership dba Logan Communications, of 129 Border Street, East Boston, MA 02128, with regard to the proposed billboard on the westerly side of Route 93 adjacent to BJ's owned by Northland Forbes Road LLC of 2150 Washington Street, Newton, MA. Their property is in both Woburn and Stoneham. The billboard would be located on the Stoneham portion of their property. The Planning Board has submitted Article 7 to the upcoming Special Town Meeting on October 22, 2015. The proposed article amends Section 6.7.8 of the Zoning Bylaw to allow a billboard sign on the westerly side of Route 93. My client is proposing an impact fee to the Town in the amount of \$100,000.00 per year for 15 years with an increase of \$5,000.00 per year for the years 16-20 and an additional 5,000 increase for years 21-25 and an additional 5,000.00 increase for years 26-30 and an additional 5,000.00 increase for years 31-35 and an additional 5,000.00 increase for years 36-40 and an additional 5,000.00 increase for the years 41-45 and an additional 5,000.00 increase for years 46-50 ,for a total 50 year agreement that would be worth in excess of 5.7 million to the Town of Stoneham. My client is also offering 10 hours of free public service messages per month to promote the Town of Stoneham and various community interests.

I am assuming the Board of Selectmen would like me to work on an Impact Fee Agreement by and between the Town of Stoneham and my clients, similar to what we did on the Billboard on the easterly side of Route 93 in 2009. Also I would like to discuss this at the Selectmen's meeting on next Tuesday October 13th. This matter is scheduled for public hearing with the Planning Board as a Zoning Change on the 14th. Please advise if you would like meet to start working with the Town Counsel and Town Administrator prior to the Selectmen's meeting next Tuesday.

Charles Houghton, Esq.
Law Office of Houghton, Gordon and Mulligan
271 Main Street, Suite 202
Stoneham, MA 02180
Tel. 781-438-7444
Fax. 781-438-2078

Revised Section 6.7.8

6.7.8 *Off-Premise and billboard sign:*

6.7.8.1 Applications: Off-Premise and billboard signs (hereinafter also referred to as “signs” in this Section 6.7.8) shall be permitted in the Commercial I and Commercial III Zoning Districts only by grant of a Special Permit issued by the Planning Board. Special permits may be limited to a term of years specified by the Planning Board. Any person desiring a Special Permit under this section shall submit a Special Permit application to the Planning Board together with a filing fee of \$2,500.00 and ten (10) copies of the application materials as outlined below:

- (a) Site Plan and area maps identifying the following features:
 - (i) Location of any existing buildings, parking spaces and traffic circulation pattern on the subject parcel;
 - (ii) Proximity of nearest residentially used and residentially zoned property utilizing current area photographs and Stoneham Assessors Maps;
 - (iii) Specific location of proposed sign;
 - (iv) Details of proposed buffer/landscaping area around signage including species and caliper of trees and/or shrubbery;
 - (v) Location of an existing sign(s) on the parcel, including any signs on a building; and
 - (vi) Photographs or architectural depiction of proposed sign.
- (b) Sign details shall include the following information:
 - (i) Detailed dimensions and area of any proposed single or multi-faced sign;
 - (ii) Detail sheet of any proposed support structure specifying dimensions and construction type. Upon request by the Planning Board or the Building Inspector, the Applicant shall provide a structural analysis of the support structure stamped by a licensed structural engineer; and,
 - (iii) Lighting proposal, including cut sheets of all proposed lighting fixtures to be either attached to the sign, structure or affixed to the ground.
- (c) Additional Requirements:
 - (i) Authorization from the property owner (i.e., lease, etc.) granting permission to install proposed signage; and

2015 SEP 22 P 3:05
REGISTRARS

- (ii) Any additional information as may be required by the Planning Board to assist the Board in determining whether the application complies with the intent and requirements of this Section 6.7.8.

6.7.8.2 Dimensional Restrictions and Design Guidelines: All signs shall be in compliance with the following requirements:

1. Signs shall be permitted in the Commercial I and Commercial III Zoning Districts, provided, however, that no sign shall be located further than 100' from any interstate highway layout;
2. Signs shall not create a material visual impact to any abutting or adjacent residentially zoned and used property in the Town of Stoneham;
3. All signs must be permanently affixed to a main support structure. No portable signs shall be permitted.
4. Signs shall not have excessive lighting. Electronic signs shall use automatic level controls to reduce light levels at night and under cloudy or other darkened conditions.
5. Exposed back of signs, poles and other support structures must be painted in a color and finished so as to present an attractive and finished appearance which will blend with the natural surroundings.
6. The following types of signs are prohibited:
 - (i) Animated, projected, moving or giving the illusion of movement (including any moving parts), scrolling, flashing, revolving, blinking, and intermittently illuminated signs, beacons (or any light directed at any location other than the sign itself), searchlights, pennants, and inflatable signs, including balloons;
 - (ii) Signs with physical movements or any kind;
 - (iii) Changeable copy or message signs that change at intervals of more than once every eight (8) seconds. Changes of image shall be instantaneous as seen to the human eye and shall not use fading, rolling, window shading, dissolving or similar effects;
 - (iv) Tri-vision signs;
 - (v) Video signs or signs that otherwise give the illusion of video or moving images;
 - (vi) Signs with sound;
 - (vii) Signs with pyrotechnics;
 - (viii) Signs which by reason of position, wording, illustration, size, shape or color obstruct, impair, obscure, interfere with the view of, or may be confused with any traffic control signal or device or which may otherwise obstruct or interfere with traffic.
7. a.) There shall be no more than one sign along the interstate highway layout in the Commercial I Zoning District;

b.) There shall be no more than one sign along the interstate highway layout in the Commercial III Zoning District.

8. A sign may be double sided. An individual sign or sign face shall not exceed six hundred seventy-two (672) square feet in total area on each side and shall not exceed fourteen (14) feet in height by forty-eight (48) feet in width, as calculated pursuant to Section 6.7.3.1 of these Zoning Bylaws;
9. A sign shall be mounted on a pedestal or other support structure. The top of the sign shall not exceed fifty (50) feet in height from the elevation of the Interstate Highway immediately adjacent thereto. The bottom of the sign shall not exceed seventy (70) feet in height from the normal grade as calculated pursuant to Section 6.7.3.3 of these Zoning Bylaws;
10. There shall be no sign, including a roof sign, on any building, whether erected or otherwise placed or painted on the building;
11. No sign shall be on or otherwise attached to a tree, utility pole, fence or rock;
12. Lighting or other illumination related to the proposed sign shall not project, glare or negatively impact abutting properties and shall not shine onto abutting roadways;
13. The Applicant shall provide a 10' wide landscaped buffer around the base of the support structure to minimize its visual impact.

6.7.8.5 Surety:

The Applicant shall provide a financial surety to the Town which will cover the full cost of the removal of any sign which is found to be abandoned, discontinued, blank or is in disrepair, as determined under Section 6.7.8.4. The Applicant shall deposit with the Town Accountant a surety in an amount which shall be determined by the Planning Board. Upon removal of the sign, any remaining funds shall be returned to the Applicant without interest.

And further to amend the dimensional chart for signs, currently located following Section 6.7.7.8 of Zoning Bylaws, by adding the below chart for the Commercial I and Commercial III Zones. Said chart to be in addition to the existing dimensional chart for Commercial I, II, III. And further to move all said dimensional charts to follow this amended Section 6.7.8.

Commercial I and Commercial III

| Sign Type Allowed | Special Permit Required | Max Sign Area | Max Height Feet | Front and Rear Setback | Side Setback | Max Number | Comment |
|-----------------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------|
| Off-premise & billboard signage - Permitted in Commercial I and Commercial III Districts only | Y | 672 SF per sign face- Not to exceed 14'x48' per sign face | The top of the sign shall be no greater than 50' above the elevation of the interstate Highway immediately adjacent thereto The bottom of the sign shall be no greater than 70' in height from the normal grade as calculated pursuant to Section 6.7.3.3 of these Zoning Bylaws | 40' other than a sign facing an Interstate Highway for which there is no setback requirement *no more than 100' from Interstate Highway Layout • | 40' other than a sign facing an Interstate Highway for which there is no setback requirement *no more than 100' from Interstate Highway Layout • | See Section 6.7.8 | See Section 6.7.8 for additional restrictions and guidelines |

TO: STONEHAM INDEPENDENT

Please publish the following legal notice of a SITE PLAN HEARING on the following dates:

Wednesday, September 2, 2015

and

Wednesday, September 9, 2015

Bill should be sent to:

Attorney Charles Houghton
271 Main Street, Suite 202
Stoneham, MA 02180

NOTICE OF HEARING

The Stoneham Board of Selectmen will hold a public hearing in accordance with provisions of the Zoning By-Laws on Tuesday, September 22, 2015 at 7:40 pm. in the Hearing Room of the Town Hall on the petition of **Forty-Two Pleasant Street Nominee Trust, Daniel Picariello, Trustee**, to remove the existing structures and construct twenty-one (21) new townhouses and associated parking, at the property located at **42 Pleasant Street, Stoneham, MA** on land owned by Forty-Two Pleasant Street Nominee Trust, Daniel Picariello, Trustee, 42 Pleasant Street, Stoneham, MA 02180.

Plan may be seen in the office of the Building Inspector

BOARD OF SELECTMEN

Dates to be published: 09/2/15 & 09/9/15

TOWN OF STONEHAM

Project Review

Review Report

Project **42 Pleasant Street**

Representative(s):

Status: Project Review

Date: September 16, 2015

Project Review Team: John Fralick, Robert Grover, Joseph Rolli, Joe Ponzio & Cheryl Noble

The information contained herein is subject to review and a final determination by the Board of Selectmen. The purpose of the Project Review is to provide the applicant with an opportunity to understand the regulatory mandates, and to further receive input from Town departments relative to the proposed project. At no time are non-regulatory conditions to be considered final and binding until such time that the Board of Selectmen has agreed to same and/or others when applicable.

| Department | Issue(s) Raised | Applicant's Response |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| DPW Engineering | Please see attached memo for DPW recommendations. | Agreed |
| Police Department | * The address of each individual townhouse unit is clearly visible. * No landscaping be installed which impact the line of sight for vehicles exiting from the driveway onto Pleasant Street. * Pursuant to Section 8-5 of the Town Code, any work which may impact the public way shall require a police detail officer. * Sufficient exterior lighting in | Agreed |

| | | |
|--|-------------------------------------------------------------------------------------------------|--|
| | parking areas be installed to promote the safety of resident and serve as a deterrent to crime. | |
|--|-------------------------------------------------------------------------------------------------|--|

| | | |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Board of Health | <ul style="list-style-type: none"> * Noise Ordinance 7am – 7pm. * Make sure they have dust and rodent contingencies in place. * The main drain pipe is pitched very shallowly and there have been instances of sewer backups on the property. I believe that the options are limited in terms of changing the pitch of the pipe, but if at all possible, please make sure that some sort of back flow prevention system is considered for the property, considering that the amount of effluent is sure to go way up with the change of use on the lot | Agreed |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|

| | | |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Fire Department | <ul style="list-style-type: none"> * Fire department approves the two Fire Hydrant locations. * When the existing buildings are to be torn down, the Fire Department will require a detail. | Agreed |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|

| | | |
|------------------------------|-----------------------------------------------------------------------------------------------------------------|--------|
| Inspectional Services | The building department has reviewed the site plan for 42 Pleasant and has no additional comments at this time. | Agreed |
|------------------------------|-----------------------------------------------------------------------------------------------------------------|--------|

Please note this document has been provided to the each of the department heads and a copy has been transmitted to the applicant.

Respectfully submitted,
Erin Sinclair

Sinclair, Erin

From: Noble, Cheryl
Sent: Monday, September 14, 2015 2:17 PM
To: Sinclair, Erin
Subject: 42 Pleasant Street

The building department has reviewed the site plan for 42 Pleasant and has no additional comments at this time.

Cheryl Noble
Building Inspector
Town of Stoneham



TOWN OF
STONEHAM

MASSACHUSETTS 02180

Public Works Department
16 Pine Street

781-438-0760
Fax 781-438-8183

TO: Thomas Boussy, Chairman
Board of Selectmen

FROM: Robert E. Grover, Director
Public Works Department

DATE: September 9, 2015

SUBJECT: 42 Pleasant Street – Dated 5-1-2015 with Revisions August 27, 2015

Plans for the proposed 21 unit “Pleasant Ridge” Development at 42 Pleasant Street were received on September 3, 2015 at the Public Works Department located at 16 Pine Street. Following the engineering department’s initial review of site plan prepared by Sullivan Engineering Group LLC and dated May 1, 2015 with revisions August 27, 2015 the following comments have been prepared:

1. The Town will only read 1 water meter per building. Developer will be responsible for any desired sub-meter reading.
2. Building A & B should be connected to retention system, before Infiltration Field #1, to allow for on-site recharge of groundwater.
3. Concerns exist regarding Northwest corner of property in relation to existing timber retaining wall, proposed Versa Lok retaining wall, drainage system and regrading operations. Additional review with Public Works required.
4. In the area of tree clearing / regrading; Do not cut trees 8 inch caliper or larger without written approval from Director following site visit with Tree Warden.
5. PSMH-1 shall be a new sewer manhole. Doghouse manhole not allowed. Existing underdrain to be piped around new manhole.
6. Backflow prevention devices should be installed on every sewer service. Town of Stoneham not responsible for sewer system until sewage enters sewer manhole PSMH-1.

7. Concrete sidewalk replacement on Pleasant Street to be ADA compliant and a minimum of 6 feet wide from back of curb. Appropriate transition and radius pieces should be used to allow for ADA grades.
8. PCB-5 (offsite) to be 5 foot diameter double catch basin.
9. Further review of transformer location and connection to existing electrical grid is requested. Potential removal of utility poles on Pleasant Street during safety improvements and/or removal of existing poles on Greenway in the next year would require unnecessary post construction excavation to connect onsite transformer.

Robert E. Grover, Director
Public Works Department

Sinclair, Erin

From: Fralick, John
Sent: Thursday, September 10, 2015 9:43 AM
To: Sinclair, Erin
Subject: RE:

Ok, so same as Cedar Street, make sure the contractors are paying close attention to the noise ordinance 7AM-&7PM, 8AM Saturdays and Sundays. Dust and rodent mitigation measures must be in place for the construction, and one thing for the Engineers to take a look at: We touched on the subject at a previous meeting, but the main drain pipe is pitched very shallowly and there have been instances of sewer backups on the property. I believe that the options are limited in terms of changing the pitch of the pipe, but if at all possible, please make sure that some sort of back flow prevention system is considered for the property, considering that the amount of effluent is sure to go way up with the change of use on the lot. That's all from the BOH.

Thanks!

-J

From: Sinclair, Erin
Sent: Thursday, September 10, 2015 9:35:47 AM
To: Fralick, John
Subject: RE:

No I only got 85 Cedar Street

Erin Sinclair

Office Manager for the Board of Selectmen

35 Central Street

Stoneham, MA 02180

781-279-2680 Phone

781-279-2681 Fax

From: Fralick, John
Sent: Thursday, September 10, 2015 9:35 AM
To: Sinclair, Erin

Subject:

Erin,

Do you have my comments for the 42 Pleasant Street project? I'm pretty sure I submitted them, but if not I'll resubmit.

Thanks!

-J

Sinclair, Erin

From: Noble, Cheryl
Sent: Thursday, September 03, 2015 8:16 AM
To: Sinclair, Erin
Subject: FW: 42 Pleasant Street

From: Ponzo, Joseph
Sent: Thursday, September 03, 2015 8:08 AM
To: Noble, Cheryl
Subject: 42 Pleasant Street

The Stoneham Police Department has had an opportunity to review the site development plan for "Pleasant Ridge" at 42 Pleasant Street. Based upon the initial review, the following comments/recommendations are offered:

1. The address of each individual townhouse unit is clearly visible.
2. No landscaping be installed which impacts the line of sight for vehicles exiting from the driveway onto Pleasant Street.
3. Pursuant to Section 8-5 of the Town Code, any work which may impact the public way shall require a police detail officer.
4. Sufficient exterior lighting in parking areas be installed to promote the safety of residents and serve as a deterrent to crime.

Respectfully,

Joseph Ponzo

Stoneham Police Department

47 Central Street

Stoneham, MA 02180-2044

Sinclair, Erin

From: Rolli, Joe
Sent: Tuesday, September 08, 2015 11:06 AM
To: Noble, Cheryl; Wortman, Erin; Sinclair, Erin; Rooney, Cathy
Subject: 42 Pleasant Street

Our comments are as follow:

- Fire department approves the two Fire Hydrant locations.
- When the existing buildings are to be torn down, the Fire Department will require a detail.

Chief Rolli

*Do I need to send over written comments or does this email provide enough?

July 20, 2015

Stoneham Bikeway/Greenway Committee
35 Central Street
Stoneham, MA 02180

Charles F Houghton
Attorney at Law
271 Main Street, Suite 202
Stoneham, MA 02180

Dear Charlie,

Thank you and Mr. Lopez for attending our meeting on June 22, 2015. The committee appreciated the project update and the chance to ask questions, and looks forward to the redevelopment of 42 Pleasant Street..

This letter is to outline the items we discussed at the meeting.

Fencing & Landscaping

Thank you for agreeing to use 4' high scalloped spaced PVC fence, rather than the 6' , as seen in the attached landscape plan and shown at the meeting, on the side of the project adjacent to the railroad right-of-way (ROW)/Greenway. This will create a much more pleasant pedestrian experience on the Greenway since with the retaining wall, a 6' fence could be 9 or 10 feet above the level of the Greenway.

Since it appears that there is pavement currently encroaching on the ROW, we appreciate the offer to reseed grass and 20 shrubs along the fence/retaining wall area as we would like to avoid any opportunistic species from taking hold once the pavement is removed. The best solution would be native shrubs that would not require extensive maintenance.

Obviously, this effort should be coordinated with existing plans for the Greenway. The town now has the 100% plans from Fay Spofford & Thorndike (FST).and a PDF of the highway plans and a list of plantings for the area adjacent to 42 Pleasant Street is attached to the email for this letter. The plans do show landscaping of trees and bushes very near the property line and the existing buildings, which will likely have been demolished by the time the Greenway project starts construction, so any plantings should be coordinated with the expecting plantings for the project.

Property line

Though no specific issue has been identified at 42 Pleasant, the project has had issues locating property lines in the past. To be safe, you agreed to review the survey's with FST to confirm they agree on locations of the property line along the Rail Road Right of Way.

Drainage

As mentioned in the meeting, we request the proponent verify the existing drainage pattern of the site. If you could have your engineer, Jack Sullivan, look into this and contact the FST project engineer, again that would be greatly appreciated.

- This would include confirming that if the 42 Pleasant site discharges runoff onto the railroad right of way, we request the proponent show the post-development flowrate does not exceed the predevelopment flow.
- If the review of the existing drainage pattern indicates the railroad right of way discharges onto the site, the installation of the wall will prevent the railroad right of way from draining and a low point will be created. If this situation exists, we request the proponent propose a solution suitable to the Town to accommodate the existing runoff from the Railroad Right of Way.

Sincerely,



Anthony Wilson
Chairman

cc.

August Niewenhous, Chairman, Planning Board
David Ragucci, Town Administrator
Tom Boussy, Chairman, Board of Selectman
Ellen McBride, Chairwoman, Conservation Commission
Aleece DiFronio, Fay, Spofford & Thorndike

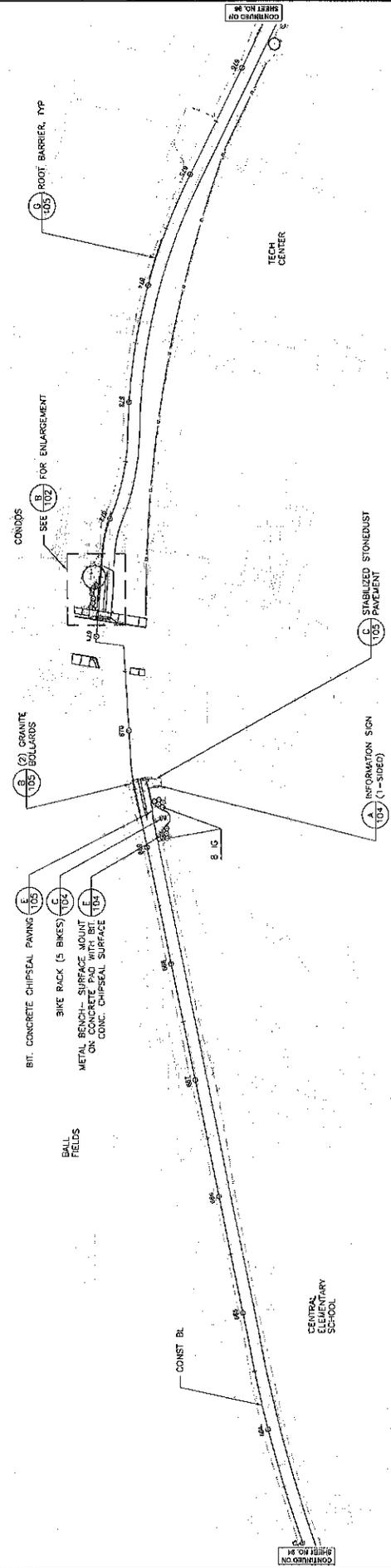
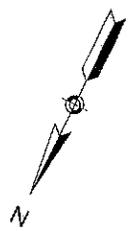
Attachments

Landscaping Plan, 42 Pleasant Street
100% Landscaping Plan and Plant Schedule, Pomeworth Street to Gould Street, Tri-Community Greenway

WINCHESTER / MOBURN / STONEHAM
TRICOMMUNITY BIKEWAY

| | | | |
|------------------|-------------|-----------|--------------|
| STATE | PROJECT NO. | SHEET NO. | TOTAL SHEETS |
| MA | 060202 | 06 | 278 |
| PROJECT FILE NO. | | 060202 | |

LANDSCAPE PLAN
STONEHAM
PART 30 OF 31



PLANT SCHEDULE

| NO. | SYMBOL | COMMON NAME | SIZE | QTY | DATE | BY |
|-----|--------|----------------|------|-----|------|----|
| 1 | | SPRING BLOSSOM | | | | |
| 2 | | ... | | | | |
| 3 | | ... | | | | |
| 4 | | ... | | | | |
| 5 | | ... | | | | |
| 6 | | ... | | | | |
| 7 | | ... | | | | |
| 8 | | ... | | | | |
| 9 | | ... | | | | |
| 10 | | ... | | | | |

WINCHESTER / MOUBURN / STONEHAM
TRI-COMMUNITY BIKEWAY

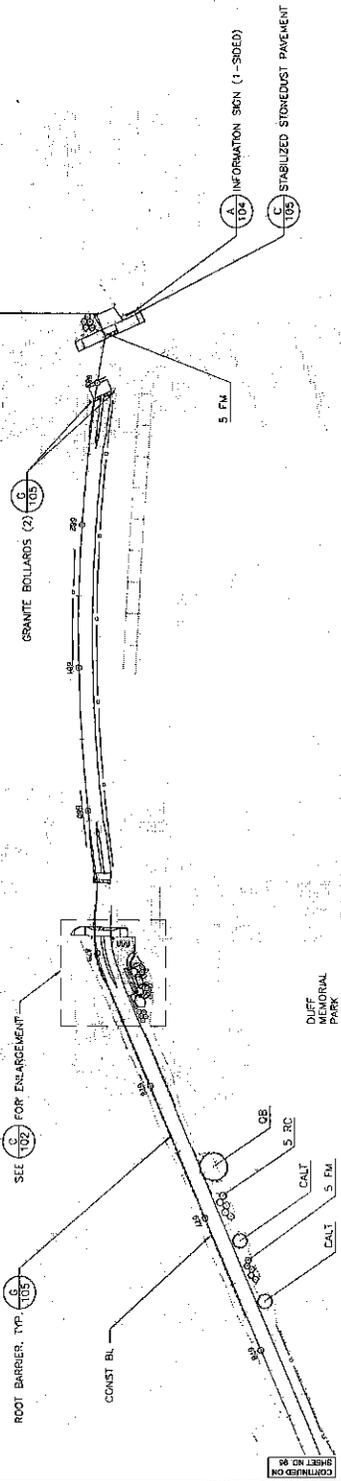
| | | | |
|-------|------------------|-----------|--------------|
| STATE | PROJECT FILE NO. | SHEET NO. | TOTAL SHEETS |
| MA | 69862 | 89 | 279 |

LANDSCAPE PLAN
3/21/04
PART 31 OF 31



BALL
FIELDS

END PROJECT NO. 604652
STA. 0+00 TO 0+27
E. WINDHAM ST.
E. WINDHAM



PLANT SCHEDULE

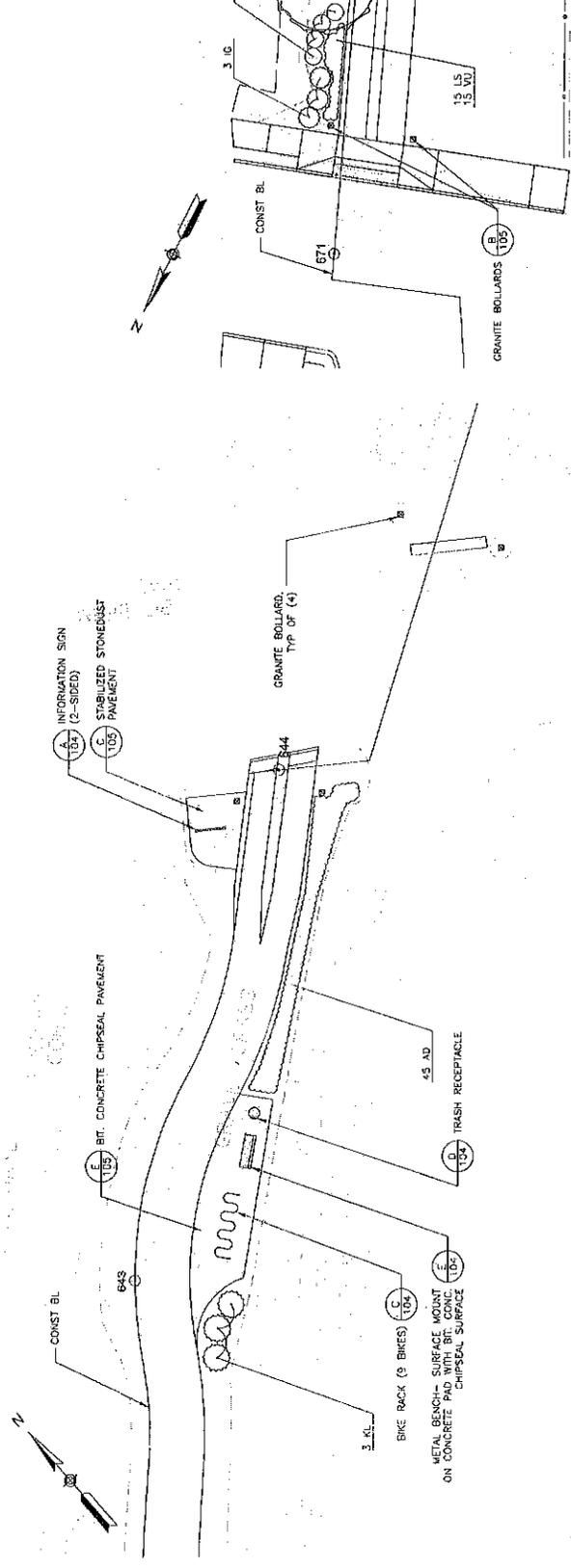
| SYMBOL | COMMON NAME | SIZE | QTY | REMARKS |
|--------|-------------|-----------|-----|----------|
| 1 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 2 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 3 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 4 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 5 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 6 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 7 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 8 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 9 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 10 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 11 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 12 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 13 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 14 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 15 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 16 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 17 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 18 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 19 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 20 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 21 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 22 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 23 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 24 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 25 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 26 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 27 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 28 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 29 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 30 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 31 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 32 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 33 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 34 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 35 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 36 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 37 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 38 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 39 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 40 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 41 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 42 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 43 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 44 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 45 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 46 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 47 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 48 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 49 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 50 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 51 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 52 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 53 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 54 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 55 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 56 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 57 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 58 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 59 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 60 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 61 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 62 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 63 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 64 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 65 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 66 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 67 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 68 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 69 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 70 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 71 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 72 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 73 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 74 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 75 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 76 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 77 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 78 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 79 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 80 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 81 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 82 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 83 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 84 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 85 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 86 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 87 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 88 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 89 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 90 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 91 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 92 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 93 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 94 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 95 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 96 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 97 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 98 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 99 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |
| 100 | DOGWOOD | 1.5" CAL. | 1 | SEE PLAN |

CONTINUED ON SHEET NO. 30

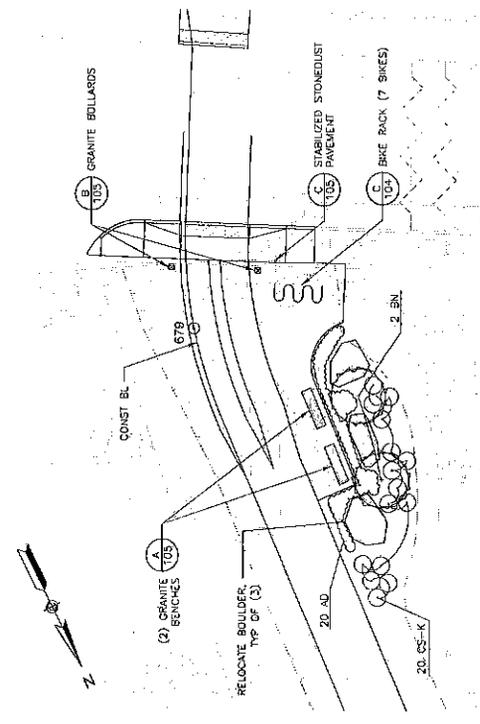
WINCHESTER / MOXBURN / STONEHAM
TRI-COMMUNITY BIKEWAY

| | | | |
|-------------------------|----------------------|---------------|--------------|
| STATE | FED. AID PROJECT NO. | SHEET NO. | TOTAL SHEETS |
| MA | 102 | 102 | 270 |
| PROJECT FILE NO. 960802 | | DATE 10/01/01 | |

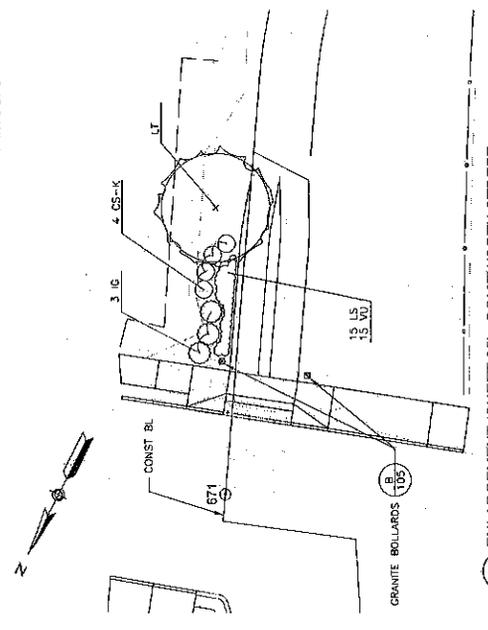
LANDSCAPE ENLARGEMENTS
PART 16 OF 16



A ENLARGEMENT (SHEET 93) - WILLIAM STREET CROSSING
SCALE 1" = 10'



C ENLARGEMENT (SHEET 96) - PLEASANT STREET
SCALE 1" = 10'



B ENLARGEMENT (SHEET 95) - POMEWORTH STREET
SCALE 1" = 10'

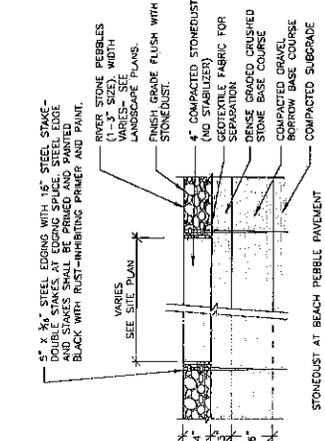


| PLANT SCHEDULE | SYMBOL | COMMON NAME | SIZE | QUANTITY | REMARKS |
|-------------------|--------|-------------|----------|----------|-------------------------|
| DISCERNIBLE TREES | | | | | |
| 1 | | REDWOOD | 8" DBH | 1 | PLANT IN 10' DIA. HOLE |
| 2 | | REDWOOD | 12" DBH | 1 | PLANT IN 18" DIA. HOLE |
| 3 | | REDWOOD | 18" DBH | 1 | PLANT IN 24" DIA. HOLE |
| 4 | | REDWOOD | 24" DBH | 1 | PLANT IN 30" DIA. HOLE |
| 5 | | REDWOOD | 30" DBH | 1 | PLANT IN 36" DIA. HOLE |
| 6 | | REDWOOD | 36" DBH | 1 | PLANT IN 42" DIA. HOLE |
| 7 | | REDWOOD | 42" DBH | 1 | PLANT IN 48" DIA. HOLE |
| 8 | | REDWOOD | 48" DBH | 1 | PLANT IN 54" DIA. HOLE |
| 9 | | REDWOOD | 54" DBH | 1 | PLANT IN 60" DIA. HOLE |
| 10 | | REDWOOD | 60" DBH | 1 | PLANT IN 66" DIA. HOLE |
| 11 | | REDWOOD | 66" DBH | 1 | PLANT IN 72" DIA. HOLE |
| 12 | | REDWOOD | 72" DBH | 1 | PLANT IN 78" DIA. HOLE |
| 13 | | REDWOOD | 78" DBH | 1 | PLANT IN 84" DIA. HOLE |
| 14 | | REDWOOD | 84" DBH | 1 | PLANT IN 90" DIA. HOLE |
| 15 | | REDWOOD | 90" DBH | 1 | PLANT IN 96" DIA. HOLE |
| 16 | | REDWOOD | 96" DBH | 1 | PLANT IN 102" DIA. HOLE |
| 17 | | REDWOOD | 102" DBH | 1 | PLANT IN 108" DIA. HOLE |
| 18 | | REDWOOD | 108" DBH | 1 | PLANT IN 114" DIA. HOLE |
| 19 | | REDWOOD | 114" DBH | 1 | PLANT IN 120" DIA. HOLE |
| 20 | | REDWOOD | 120" DBH | 1 | PLANT IN 126" DIA. HOLE |
| 21 | | REDWOOD | 126" DBH | 1 | PLANT IN 132" DIA. HOLE |
| 22 | | REDWOOD | 132" DBH | 1 | PLANT IN 138" DIA. HOLE |
| 23 | | REDWOOD | 138" DBH | 1 | PLANT IN 144" DIA. HOLE |
| 24 | | REDWOOD | 144" DBH | 1 | PLANT IN 150" DIA. HOLE |
| 25 | | REDWOOD | 150" DBH | 1 | PLANT IN 156" DIA. HOLE |
| 26 | | REDWOOD | 156" DBH | 1 | PLANT IN 162" DIA. HOLE |
| 27 | | REDWOOD | 162" DBH | 1 | PLANT IN 168" DIA. HOLE |
| 28 | | REDWOOD | 168" DBH | 1 | PLANT IN 174" DIA. HOLE |
| 29 | | REDWOOD | 174" DBH | 1 | PLANT IN 180" DIA. HOLE |
| 30 | | REDWOOD | 180" DBH | 1 | PLANT IN 186" DIA. HOLE |
| 31 | | REDWOOD | 186" DBH | 1 | PLANT IN 192" DIA. HOLE |
| 32 | | REDWOOD | 192" DBH | 1 | PLANT IN 198" DIA. HOLE |
| 33 | | REDWOOD | 198" DBH | 1 | PLANT IN 204" DIA. HOLE |
| 34 | | REDWOOD | 204" DBH | 1 | PLANT IN 210" DIA. HOLE |
| 35 | | REDWOOD | 210" DBH | 1 | PLANT IN 216" DIA. HOLE |
| 36 | | REDWOOD | 216" DBH | 1 | PLANT IN 222" DIA. HOLE |
| 37 | | REDWOOD | 222" DBH | 1 | PLANT IN 228" DIA. HOLE |
| 38 | | REDWOOD | 228" DBH | 1 | PLANT IN 234" DIA. HOLE |
| 39 | | REDWOOD | 234" DBH | 1 | PLANT IN 240" DIA. HOLE |
| 40 | | REDWOOD | 240" DBH | 1 | PLANT IN 246" DIA. HOLE |
| 41 | | REDWOOD | 246" DBH | 1 | PLANT IN 252" DIA. HOLE |
| 42 | | REDWOOD | 252" DBH | 1 | PLANT IN 258" DIA. HOLE |
| 43 | | REDWOOD | 258" DBH | 1 | PLANT IN 264" DIA. HOLE |
| 44 | | REDWOOD | 264" DBH | 1 | PLANT IN 270" DIA. HOLE |
| 45 | | REDWOOD | 270" DBH | 1 | PLANT IN 276" DIA. HOLE |
| 46 | | REDWOOD | 276" DBH | 1 | PLANT IN 282" DIA. HOLE |
| 47 | | REDWOOD | 282" DBH | 1 | PLANT IN 288" DIA. HOLE |
| 48 | | REDWOOD | 288" DBH | 1 | PLANT IN 294" DIA. HOLE |
| 49 | | REDWOOD | 294" DBH | 1 | PLANT IN 300" DIA. HOLE |
| 50 | | REDWOOD | 300" DBH | 1 | PLANT IN 306" DIA. HOLE |
| 51 | | REDWOOD | 306" DBH | 1 | PLANT IN 312" DIA. HOLE |
| 52 | | REDWOOD | 312" DBH | 1 | PLANT IN 318" DIA. HOLE |
| 53 | | REDWOOD | 318" DBH | 1 | PLANT IN 324" DIA. HOLE |
| 54 | | REDWOOD | 324" DBH | 1 | PLANT IN 330" DIA. HOLE |
| 55 | | REDWOOD | 330" DBH | 1 | PLANT IN 336" DIA. HOLE |
| 56 | | REDWOOD | 336" DBH | 1 | PLANT IN 342" DIA. HOLE |
| 57 | | REDWOOD | 342" DBH | 1 | PLANT IN 348" DIA. HOLE |
| 58 | | REDWOOD | 348" DBH | 1 | PLANT IN 354" DIA. HOLE |
| 59 | | REDWOOD | 354" DBH | 1 | PLANT IN 360" DIA. HOLE |
| 60 | | REDWOOD | 360" DBH | 1 | PLANT IN 366" DIA. HOLE |
| 61 | | REDWOOD | 366" DBH | 1 | PLANT IN 372" DIA. HOLE |
| 62 | | REDWOOD | 372" DBH | 1 | PLANT IN 378" DIA. HOLE |
| 63 | | REDWOOD | 378" DBH | 1 | PLANT IN 384" DIA. HOLE |
| 64 | | REDWOOD | 384" DBH | 1 | PLANT IN 390" DIA. HOLE |
| 65 | | REDWOOD | 390" DBH | 1 | PLANT IN 396" DIA. HOLE |
| 66 | | REDWOOD | 396" DBH | 1 | PLANT IN 402" DIA. HOLE |
| 67 | | REDWOOD | 402" DBH | 1 | PLANT IN 408" DIA. HOLE |
| 68 | | REDWOOD | 408" DBH | 1 | PLANT IN 414" DIA. HOLE |
| 69 | | REDWOOD | 414" DBH | 1 | PLANT IN 420" DIA. HOLE |
| 70 | | REDWOOD | 420" DBH | 1 | PLANT IN 426" DIA. HOLE |
| 71 | | REDWOOD | 426" DBH | 1 | PLANT IN 432" DIA. HOLE |
| 72 | | REDWOOD | 432" DBH | 1 | PLANT IN 438" DIA. HOLE |
| 73 | | REDWOOD | 438" DBH | 1 | PLANT IN 444" DIA. HOLE |
| 74 | | REDWOOD | 444" DBH | 1 | PLANT IN 450" DIA. HOLE |
| 75 | | REDWOOD | 450" DBH | 1 | PLANT IN 456" DIA. HOLE |
| 76 | | REDWOOD | 456" DBH | 1 | PLANT IN 462" DIA. HOLE |
| 77 | | REDWOOD | 462" DBH | 1 | PLANT IN 468" DIA. HOLE |
| 78 | | REDWOOD | 468" DBH | 1 | PLANT IN 474" DIA. HOLE |
| 79 | | REDWOOD | 474" DBH | 1 | PLANT IN 480" DIA. HOLE |
| 80 | | REDWOOD | 480" DBH | 1 | PLANT IN 486" DIA. HOLE |
| 81 | | REDWOOD | 486" DBH | 1 | PLANT IN 492" DIA. HOLE |
| 82 | | REDWOOD | 492" DBH | 1 | PLANT IN 498" DIA. HOLE |
| 83 | | REDWOOD | 498" DBH | 1 | PLANT IN 504" DIA. HOLE |
| 84 | | REDWOOD | 504" DBH | 1 | PLANT IN 510" DIA. HOLE |
| 85 | | REDWOOD | 510" DBH | 1 | PLANT IN 516" DIA. HOLE |
| 86 | | REDWOOD | 516" DBH | 1 | PLANT IN 522" DIA. HOLE |
| 87 | | REDWOOD | 522" DBH | 1 | PLANT IN 528" DIA. HOLE |
| 88 | | REDWOOD | 528" DBH | 1 | PLANT IN 534" DIA. HOLE |
| 89 | | REDWOOD | 534" DBH | 1 | PLANT IN 540" DIA. HOLE |
| 90 | | REDWOOD | 540" DBH | 1 | PLANT IN 546" DIA. HOLE |
| 91 | | REDWOOD | 546" DBH | 1 | PLANT IN 552" DIA. HOLE |
| 92 | | REDWOOD | 552" DBH | 1 | PLANT IN 558" DIA. HOLE |
| 93 | | REDWOOD | 558" DBH | 1 | PLANT IN 564" DIA. HOLE |
| 94 | | REDWOOD | 564" DBH | 1 | PLANT IN 570" DIA. HOLE |
| 95 | | REDWOOD | 570" DBH | 1 | PLANT IN 576" DIA. HOLE |
| 96 | | REDWOOD | 576" DBH | 1 | PLANT IN 582" DIA. HOLE |
| 97 | | REDWOOD | 582" DBH | 1 | PLANT IN 588" DIA. HOLE |
| 98 | | REDWOOD | 588" DBH | 1 | PLANT IN 594" DIA. HOLE |
| 99 | | REDWOOD | 594" DBH | 1 | PLANT IN 600" DIA. HOLE |
| 100 | | REDWOOD | 600" DBH | 1 | PLANT IN 606" DIA. HOLE |

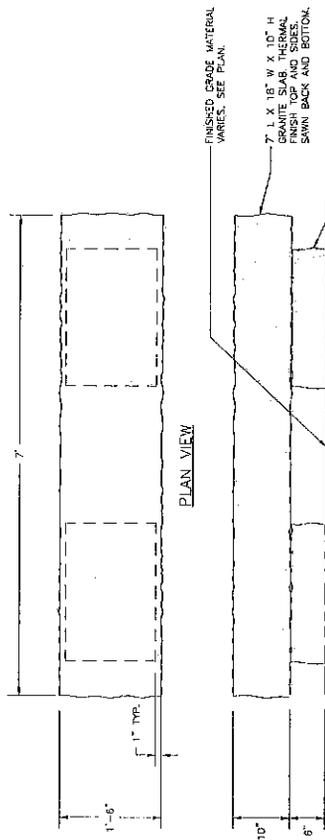
WINCHESTER/WOXBURN/STONEHAM
TRI-COMMUNITY BIKEWAY

| STATE | FED. AID PROJ. NO. | FED. AID DIST. NO. | PROJECT FILE NO. |
|-------|--------------------|--------------------|------------------|
| MA | 105 | 279 | 80662 |

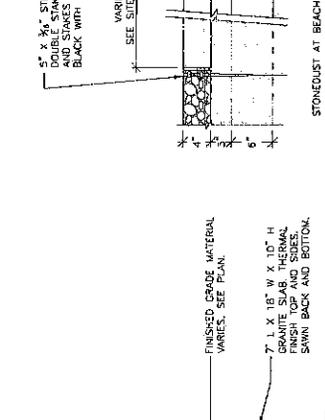
LANDSCAPE DETAILS
PART 2 OF 3



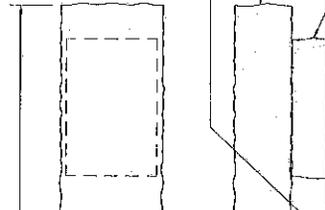
C STONEDUST AT BEACH PEBBLE PAVEMENT
NOT TO SCALE



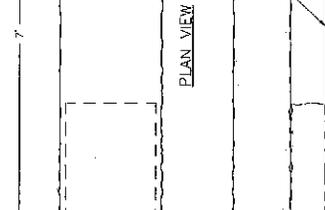
A GRANITE BENCH
NOT TO SCALE



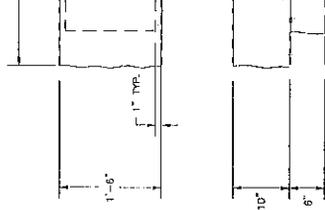
B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



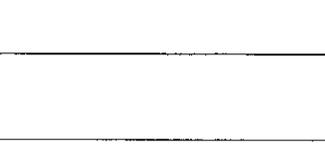
D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



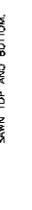
F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



C STONEDUST AT RIVER STONE PAVEMENT AND STABILIZED STONEDUST PAVEMENT
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



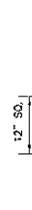
A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



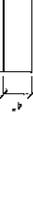
F BRICK PAVERS ON CONCRETE
NOT TO SCALE



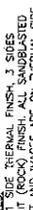
G ROOT BARRIER
NOT TO SCALE



A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



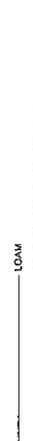
E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



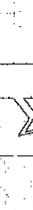
A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



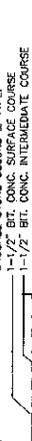
E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



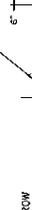
F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



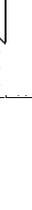
F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



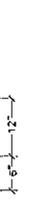
A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



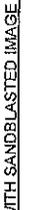
A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



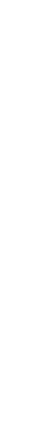
E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE



A GRANITE BENCH
NOT TO SCALE



B GRANITE BOLLARD WITH SANDBLASTED IMAGE
NOT TO SCALE



D 4\"/>



E BITUMINOUS CONCRETE CHIP SEAL PAVEMENT
NOT TO SCALE



F BRICK PAVERS ON CONCRETE
NOT TO SCALE



G ROOT BARRIER
NOT TO SCALE

NOTES:
1. SETTING BED SHALL NOT BE USED AS LEVELING BED. ADJACENT EDGE CONDITIONS VARY.
2. FINISHED GRADE SHALL BE 1\"/>

NOTES:
1. CENTER ROOT BARRIER ON INDIVIDUAL TREE TRUNKS WITHIN 10' OF TRAIL EDGE ON SIDEWALKS. MINIMUM 20' LENGTH OF ROOT BARRIER.
2. INSTALL CONTINUOUS LENGTH OF ROOT BARRIER FOR ALL WOODED AREAS WITH TREE TRUNKS WITHIN 10' OF TRAIL EDGE.

NOTES:
1. FINISHED GRADE SHALL BE 1\"/>

Sinclair, Erin

From: Anthony Wilson <aww181@yahoo.com>
Sent: Friday, October 02, 2015 11:30 AM
To: Sinclair, Erin
Subject: Re: Contact info for Greenway project engineer

Yes please

From: "Sinclair, Erin"
To: 'Anthony Wilson'
Sent: Friday, October 2, 2015 11:02 AM
Subject: RE: Contact info for Greenway project engineer

Do you want me to include this email in the packet for 42 Pleasant Street on the 13th?

Erin Sinclair
Office Manager for the Board of Selectmen
35 Central Street
Stoneham, MA 02180
781-279-2680 Phone
781-279-2681 Fax

From: Anthony Wilson [mailto:aww181@yahoo.com]
Sent: Friday, October 02, 2015 10:58 AM
To: Sinclair, Erin
Subject: Fw: Contact info for Greenway project engineer

This is the email following up on drainage per the previous letter I sent. They confirmed changes at 42 pleasant would impact the existing flows and proposed a catch-basin to address the issue. We were told in the BOS meeting that the catch-basin is in the current site plan. Let me know if you have questions.

Anthony

----- Forwarded Message -----

From: "Ragucci, David" <dragucci@stoneham-ma.gov>
To: 'Anthony' <aww181@yahoo.com>
Sent: Monday, August 3, 2015 10:50 AM
Subject: FW: Contact info for Greenway project engineer
FYI

From: Jack Sullivan [mailto:jacksull53@comcast.net]
Sent: Monday, August 03, 2015 10:44 AM
To: Aleece D'Onofrio <adonofrio@fstinc.com>
Cc: Charles F. Houghton <CFHoughton@cfhlawoffice.com>; Lopez, Ron <noshoredevelop@aol.com>; JHendrickson@fstinc.com; Ragucci, David <dragucci@stoneham-ma.gov>
Subject: Re: Contact info for Greenway project engineer

Aleece,

Yes...the catchbasin I mention is one along the lot line between 42 Pleasant & the bikeway property to collect overland flow and any runoff thru the retaining wall. I can incorporate this change into my

design...we have a meeting with the Town on August 11 so I would like to get any additional design comments from the Planning Board at this hearing and I will look to make any and all changes.

Thank you

Jack Sullivan

781-854-8644

From: "Aleece D'Onofrio" <adonofrio@fstinc.com>

To: "Jack Sullivan" <jacksull53@comcast.net>

Cc: "Charles F. Houghton" <CFHoughton@cfhlawoffice.com>, "Ron Lopez" <noshoredevelop@aol.com>, JHendrickson@fstinc.com, dragucci@ci.stoneham.ma.us

Sent: Friday, July 31, 2015 3:20:35 PM

Subject: RE: Contact info for Greenway project engineer

Hi Jack,

Thank you for sending us Civil Site drawings for 42 Pleasant Street.

We have reviewed these plans and see one critical issue that needs to be worked out. By you adding a retaining wall along the east side of the property (adjacent to the bikeway) you will be trapping the drainage from the bike path. This drainage currently flows into the 42 Pleasant Street property. This concentrated stormwater will flow into the property north of 42 Pleasant Street. A structure to collect this drainage should be provided. Is this the proposed catch basin you mention in your email?

Also, as shown in your Modular Block Retain Wall detail, it appears that stormwater flow from the site will flow into the 4" drainage pipe at the base of the wall and outlet every 40 feet onto the trail.

Please note that we have cc'd Dave Ragucci on this email as the Town is our client and they have asked us to keep them in the loop on our correspondence on this project.

Thanks,

Aleece

Aleece E. D'Onofrio, P.E. | Senior Engineer

FAY, SPOFFORD & THORNDIKE

Celebrating a Century of Engineering Excellence

5 Burlington Woods | Burlington, MA 01803

D: 781-221-1126 | T: 781-221-1000

adonofrio@fstinc.com | www.fstinc.com |

From: Jack Sullivan [<mailto:jacksull53@comcast.net>]

Sent: Monday, July 27, 2015 11:10 AM

To: Aleece D'Onofrio

Cc: Charles F. Houghton; Ron Lopez

Subject: Re: Contact info for Greenway project engineer

Hi Aleece,

I am the design engineer for 42 Pleasant Street, Stoneham which is the proposed 21 unit Townhouse development abutting the bikeway project. I am attaching the full drainage report and the Civil Site drawings (minus the cover sheet & landscaping plan) for your review. I have existing spot grade information shown offsite showing existing drainage patterns. In speaking with Ron Lopez (applicant for the development at 42 Pleasant), we would be open to discussing the installation of a deep sump catchbasin on the edge of the bikeway property to insure water flow is collected (this would insure no ponding or puddling issues). This catchbasin could be connected to the existing 60 inch Town drain line without the need for an easement on 42 Pleasant Street. Once you have had a chance to review all the details please feel free to contact me. An effort was made to install stormwater controls onsite to avoid any surface water being discharged to the bikeway.

Jack Sullivan

781-854-8644

From: "Charles F. Houghton" <CFHoughton@cfhlawoffice.com>

To: jacksull53@comcast.net



TOWN OF
STONEHAM
 MASSACHUSETTS
 BUILDING AND WIRE DEPARTMENT

2015 SEP - 2 P 3: 27
 TOWN OF STONEHAM
 BOARD OF SELECTMEN

SITE PLAN HEARING APPLICATION

Date: 9-1-2015

The undersigned, owner of the property, hereby applies for a Site Plan Hearing according to the Provisions of Chapter 16 of the Town Ordinance.

- I. A. The applicant shall complete two copies of this form and submit 18 copies of the "Site Plan" by a Registered Engineer.
- B. Submit a letter from the owner describing the type of building being constructed, renovated, altered and the proposed use of said building.
- C. Attach a copy of the Special Permit and Board of Appeals Decision (if applicable).

II. Fill in the following data as required for this hearing.

- A. Location of Property 42 Pleasant Street, Stoneham, MA 02180
- B. Name of Owner Forty-Two Pleasant Street Nominee Trust, Daniel Picariello, Trustee
- C. Address of Owner 42 Pleasant Street, Stoneham, MA 02180
- D. Business Name (If Different from Owner) N/A
- E. Telephone Number of Owner _____
- F. Present Use of Building or Property industrial complex
- G. Height of existing and/or proposed structure proposed structures are two story
- H. Has there been a previous Site Plan on this property? Yes _____ No X
 If "YES" give the dates

- I. Zoning District Residence B

III. PREPARE AND FILE WITH THIS FORM A "SITE PLAN". STATE THE ZONING DISTRICT IT LIES WITHIN. SHOW THE LOT, ITS AREA, DIMENSIONS, AN ACCURATE COMPLETE OUTLINE OF THE PROPOSED AND ANY EXISTING STRUCTURES THEREON, DISTANCES FROM ALL BOUNDARY LINES, PARKING, COMPUTATIONS FOR ALL REQUIRED PARKING. SITE PLAN SHALL BE PREPARED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER/SURVEYOR.

A. NAME & ADDRESS OF THE ENGINEER Sullivan Engineering Group, LLC

P.O. Box 2004

Woburn, MA 01888

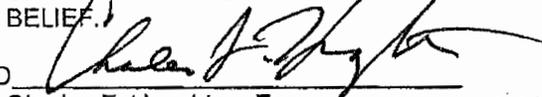
IV. PROVIDE SUPPLEMENTARY DRAWING TO SHOW THE NATURE AND CHARACTER OF THE PROPOSED STRUCTURE.

V. PROVIDE A DESCRIPTION OF YOUR PROPOSAL INCLUDING THE INTENDED USE OF THE PROPERTY. NOTE: THIS DESCRIPTION WILL APPEAR IN THE LEGAL NOTICE OF THE NEWSPAPER, AND IS SUBJECT TO REVIEW BY THE OFFICE OF THE BOARD OF SELECTMEN.

Remove existing structures and construct twenty-one (21) new townhouses and associated parking

VI. I, THE UNDERSIGNED - OWNER OF PROPERTY, AFFIRM THAT THE FOREGOING STATEMENTS ARE TRUE STATEMENTS OF FACT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED



STREET # 271 Main Street, Suite 202

Charles F. Houghton, Esq.

TOWN Stoneham STATE MA 02180 PHONE NO. 781-438-7444

VII. FILE ONE COPY OF THIS APPLICATION WITH A CHECK IN THE AMOUNT OF \$300.00, PAYABLE TO THE TOWN OF STONEHAM.

VIII. A. A NEW SITE PLAN IS REQUIRED FOR ANY CHANGES AFTER THE WORK ON AN EXISTING SITE PLAN HAS BEEN COMPLETED AND FINAL APPROVAL RECEIVED.

B. A NEW SITE PLAN IS ALSO REQUIRED IF THE DATE HAS EXPIRED ON AN EXISTING SITE PLAN.

IX. FILE ONE COPY OF THIS APPLICATION WITH THE TOWN CLERK FOR RECORD.

X. SITE PLAN AMENDMENT:

A. AMENDED SITE PLANS ARE SUBJECT TO A NEW HEARING BEFORE THE BOARD OF SELECTMEN.

B. NEW APPLICATION SHALL BE SUBMITTED.

C. FEE: THREE HUNDRED (\$300.00) DOLLARS.

D. CHANGES DURING WORK TO AN EXISTING SITE PLAN IS CONSIDERED AN AMENDED SITE PLAN.

E. FEE OF \$ 100.00, PAYABLE TO THE TOWN OF STONEHAM.

Charles F. Houghton

Attorney - At - Law

271 Main Street - Suite 202, Stoneham, Massachusetts 02180

Telephone: (781) 438-7444 Fax: (781) 438-2078

Christopher J. Gordon
Attorney

Mark E. Mulligan
Attorney

Janel E. Elwell
Attorney

Maria D'Alasio
Paralegal

September 1, 2015

Ms. Cheryl Noble, Building Inspector
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

RE: Site Plan, 42 Pleasant Street, Stoneham, MA 02180

Dear Ms. Noble:

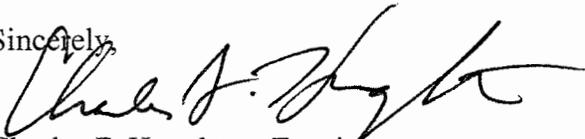
Please be advised that I represent North Shore Construction & Development, Inc. and Daniel Picariello, Trustee of the Forty-Two Pleasant Street Nominee Trust, with regard to 42 Pleasant Street, Stoneham, MA 02180.

My client is proposing to construct twenty-one (21) new townhouses and associated parking. My client is applying for site plan approval. My client obtained variances from the Board of Appeals on March 31, 2015 and on August 11, 2015 the Planning Board voted to grant a special permit for this project.. I have scheduled this matter with the Selectmen for a hearing on September 22, 2015 at 7:00 p.m.

Enclosed please find my check in the amount of Three Hundred Dollars (\$300.00) and eighteen copies of my client's site plan are filed herewith.

If you need any additional information, please contact me at the above number.

Sincerely,



Charles F. Houghton, Esquire

CFH:meh

Enclosures

cc: Erin Sinclair, Selectmen's Office

ZONING SUMMARY:

| ZONING DISTRICT: | EXISTING RESIDENCE B * | PROPOSED RESIDENCE B |
|-----------------------------|------------------------|-------------------------------|
| LAND AREA: | 75,891 SF | 75,891 SF |
| USE: | LIGHT MANUFACTURING | 21 RESIDENTIAL TOWNHOMES |
| OFFSETSPACE: | 20,000 SF (26%) | 39,890 SF (53%) |
| PARKING SPACES: | N/A | 56 SPACES *** |
| DISTANCE BETWEEN BUILDINGS: | N/A | 45' |
| BUILDING HEIGHT: | Approx. 20' | 27'-1/2' |
| FRONTAGE: | 94.84' | 94.84' ** (150 FEET REQUIRED) |
| LOT COVERAGE: | 29.5% | 25.0% |
| SETBACKS (FRONT/SIDE/REAR): | 85' / 3' / 9' | 30' / 25' / 25' |

- * PROPERTY WAS PREVIOUSLY ZONED "COMMERCIAL & AT JAN 2015 TOWN MEETING THE PROPERTY WAS REZONED TO "RESIDENCE B"
- ** VARIANCE GRANTED BY STONEHAM ZBA
- *** VARIANCE GRANTED BY STONEHAM ZBA TO ALLOW VEHICLE PARKING IN FRONT OF GARAGE BAY (21 SPACES TOTAL)

LEGEND:

- BIT. BITUMINOUS
- CONC. CONCRETE
- EOP EDGE OF PAVEMENT
- VCC VERTICAL GRANITE CURB

TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK _____ DATE _____
 APPROVED BY:
 STONEHAM PLANNING BOARD

APPROVED _____ 20____
 APPROVED BY:
 STONEHAM BOARD OF SELECTMEN

APPROVED _____ 20____

OFF-STREET PARKING:

- STALL DIMENSIONS: 9' x 18'
- GARAGE PARKING SPACES: 21
- SURFACE PARKING SPACES: 35
- TOTAL PARKING SPACES: 56 *

* NOTE: ZBA APPROVED A VARIANCE TO ALLOW PARKING SPACES IN FRONT OF GARAGE BAYS (21 TOTAL)

TRASH & RECYCLING DISPOSAL:

THE HOMEOWNERS ASSOCIATION SHALL CONTRACT WITH A PRIVATE HAULING COMPANY FOR TRASH AND RECYCLING DISPOSAL. THERE IS NOT PROPOSED ON-SITE DUMPSTER.

GRAPHIC SCALE
 SCALE: 1"=20'



APPLICANT:
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 215 SALEM STREET
 WOBURN, MA 01801

**42 PLEASANT STREET
 "PLEASANT RIDGE"**

SITE LAYOUT PLAN
 LOCATED IN
STONEHAM, MASSACHUSETTS
 (MIDDLESEX COUNTY)
 PREPARED FOR
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 SCALE: 1" = 20' DATE: MAY 1, 2015
 PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
 P.O. BOX 5208
 WOBURN, MASS 01808
 (781) 854-8844

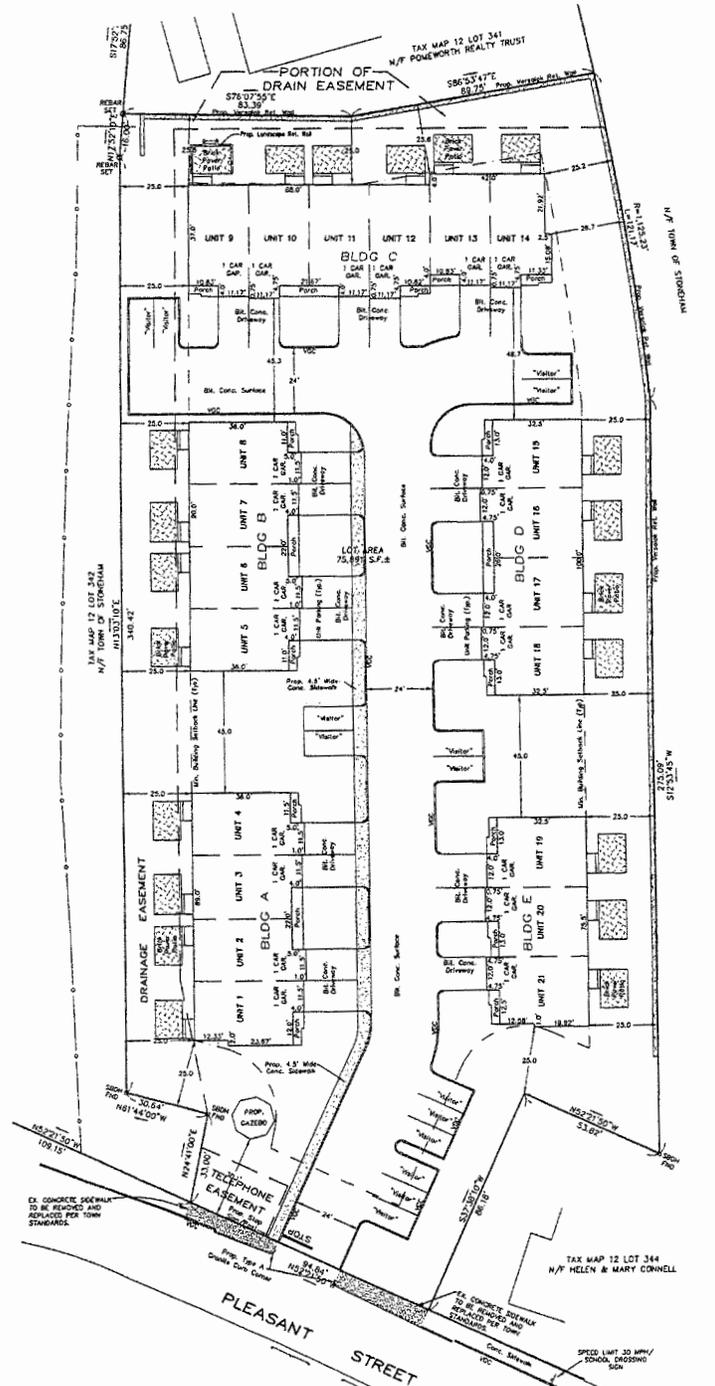


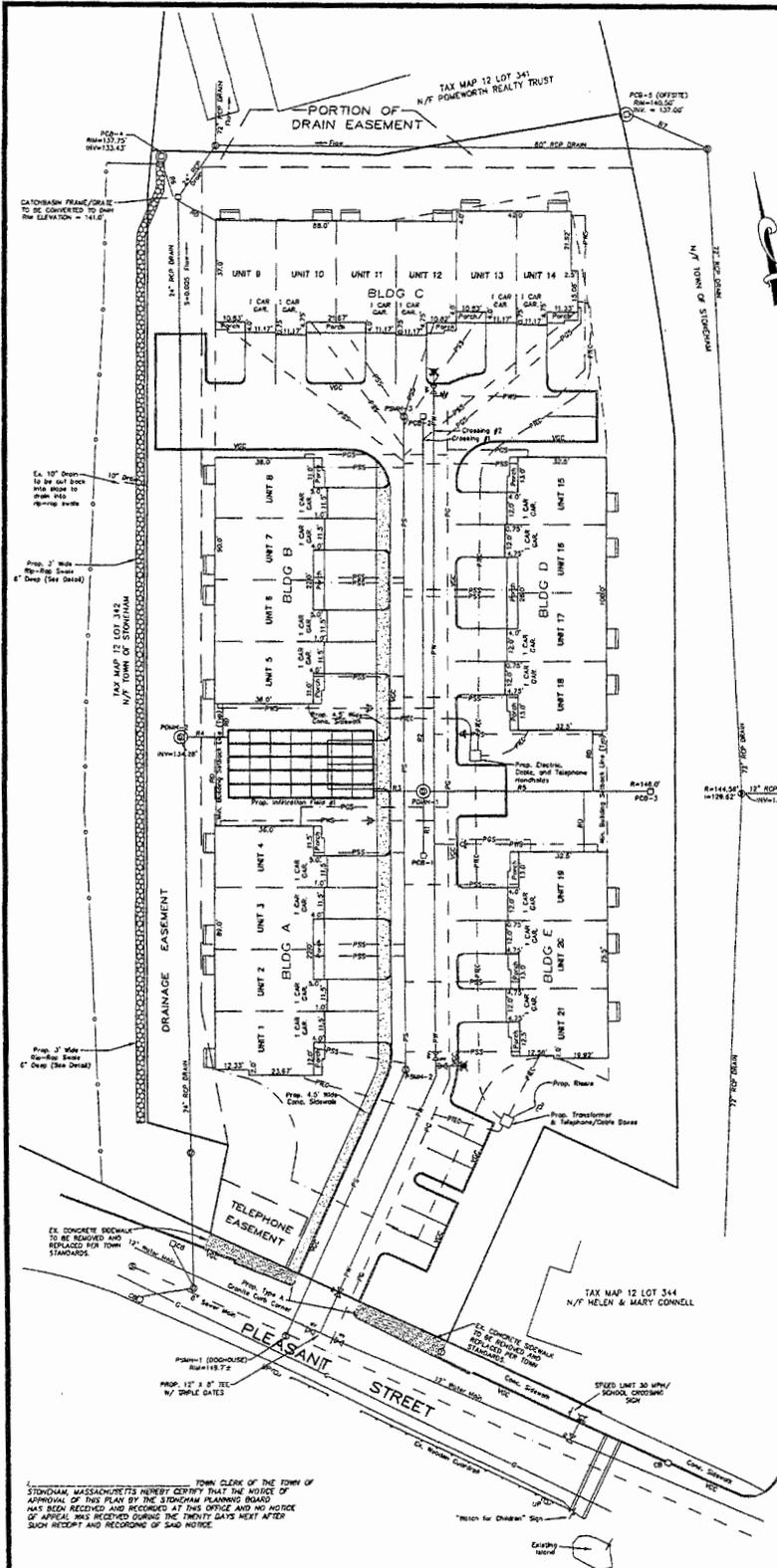
REVISIONS

| NO. | DATE | DESCRIPTION | BY | CHKD |
|-----|---------|-----------------|-----|------|
| 1 | 8/27/15 | RELOCATE GAZEBO | JSS | JOS |

NOTES:

- THE TOPOGRAPHY, SITE DETAIL & SURFACE IMPROVEMENTS DEPICTED HEREON WERE OBTAINED FROM A PARTIAL FIELD SURVEY CONDUCTED ON NOV. 20-21, 2013 BY SULLIVAN ENGINEERING GROUP, LLC.
- THE LOCUS PROPERTY DEPICTED IS LOCATED IN ZONING DISTRICT RESIDENCE B.
- THE LOCUS PROPERTY IS DEPICTED AS LOT 343 ON THE TOWN OF STONEHAM ASSESSOR'S MAP 12.
- THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND ARE BASED UPON A PARTIAL FIELD SURVEY AND CONSULTATION OF PLANS OF RECORD. THE DESIGN ENGINEER DOES NOT WARRANT NOR GUARANTEE THE LOCATION OF ALL UTILITIES DEPICTED OR NOT DEPICTED. THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION SHALL VERIFY THE LOCATION OF ALL UTILITIES AND CONTACT DIG SAFE AT 1-888-344-7233.
- THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT, VISIBLE USES OF THE LAND. HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.





PROPOSED LEGEND:

- VGC VERTICAL GRANITE CURB
- PCB-1 PROPOSED CATCHBASIN
- ⊙ PDMH-1 PROPOSED DRAIN MANHOLE
- PD — PROPOSED HDPE DRAIN PIPE
- W — PROPOSED WATER GATE
- ⊙ PHG PROPOSED HYDRANT
- PW — PROPOSED 8" CLDI WATER MAIN
- PWS — PROPOSED 4" CLDI WATER SERVICE
- ⊙ PSMH-1 PROPOSED SEWER MANHOLE
- PS — PROPOSED SEWER MAIN (8" SDR 35 PVC)
- PSS — PROPOSED SEWER SERVICE (6" SDR 35 PVC AT 2X)
- PG — PROPOSED GAS MAIN
- PGS — PROPOSED GAS SERVICE
- PTEC — PROPOSED TELEPHONE/ELECTRIC/CABLE LINE
- HOPE HIGH DENSITY POLYETHYLENE PIPE (200.0)
- PROP. SPOT GRADE
- RD — PROPOSED ROOF DRAIN (4" HDPE)

TEMPORARY BENCHMARK CHART:

| TBM # | DESCRIPTION | ELEV. |
|-------|---------------------|---------|
| △ | PK NAIL IN PAVEMENT | 143.07' |

APPLICANT:
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 215 SALISBURY STREET
 WOBURN, MA 01801

UTILITY CROSSING INFORMATION:

CROSSING #1:
 INVERT OF 12" DRAIN: 139.33
 TOP OF 12" DRAIN: 140.4'±
 INVERT OF 8" SEWER: 141.99'
 TOP OF 8" SEWER: 142.7'±

CROSSING #2:
 TOP OF 8" WATER: 140.4'±
 BOTTOM OF 8" WATER: 139.7'±
 INVERT OF 8" SEWER: 142.07'
 TOP OF 8" SEWER: 142.8'±

REACH CHART:

| REACH | LENGTH | SIZE | MATERIAL | SLOPE | BEG INV. | END INV. |
|-------|--------|------|----------|-------|----------|----------|
| R1 | 21' | 12" | HDPE | 0.01 | 139.22' | 138.05' |
| R2 | 135' | 12" | HDPE | 0.01 | 139.40' | 138.05' |
| R3 | 17' | 18" | HDPE | 0.01 | 137.80' | 137.63' |
| R4 | 76' | 18" | HDPE | 0.01 | 136.00' | 137.84' |
| R5 | 79' | 12" | HDPE | 0.01 | 138.84' | 138.05' |
| R6 | 13' | 18" | HDPE | 0.01 | 133.43' | 133.31' |
| R7 | 30' | 18" | HDPE | 0.01 | 137.00' | 136.70' |

DRAINAGE STRUCTURE CHART:

| STRUCTURE | RM | INV. IN (SIZE/TYPE) | INV. OUT (SIZE/TYPE) |
|----------------|---------|---------------------|----------------------|
| CB-1 | 147.33' | N/A | 138.26' 12" HDPE |
| CB-2 | 145.33' | N/A | 139.40' 12" HDPE |
| CB-3 | 146.00' | N/A | 138.84' 12" HDPE |
| CB-4 | 137.85' | N/A | 133.43' 18" HDPE |
| CB-5 (OFFSITE) | 140.30' | N/A | 137.00' 18" HDPE |
| DAM-1 (SC) | 147.05' | 138.05' 12" HDPE | 137.80' 18" HDPE |
| DAM-2 | 146.87' | 137.84' 18" HDPE | 134.38' 24" RCP |

SEWER STRUCTURE CHART:

| STRUCTURE | RM | INV. IN (SIZE/TYPE) | INV. OUT (SIZE/TYPE) |
|-----------|---------|---------------------|----------------------|
| SMH-1 | 149.74' | 140.30' 8" PVC | N/A |
| SMH-2 | 148.38' | 140.79' 8" PVC | 140.77' 8" PVC |
| SMH-3 | 145.35' | N/A | 141.73' 8" PVC |

TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDS AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

APPROVED BY: STONEHAM PLANNING BOARD
 APPROVED BY: STONEHAM BOARD OF SELECTMEN

TOWN CLERK _____ DATE _____

APPROVED _____ DATE _____

APPROVED _____ DATE _____

REVISIONS

| NO. | DATE | DESCRIPTION | BY | CHK'D |
|-----|---------|------------------------|-----|-------|
| 1 | 8/27/15 | ADD OFFSITE CATCHBASIN | JDS | JDS |



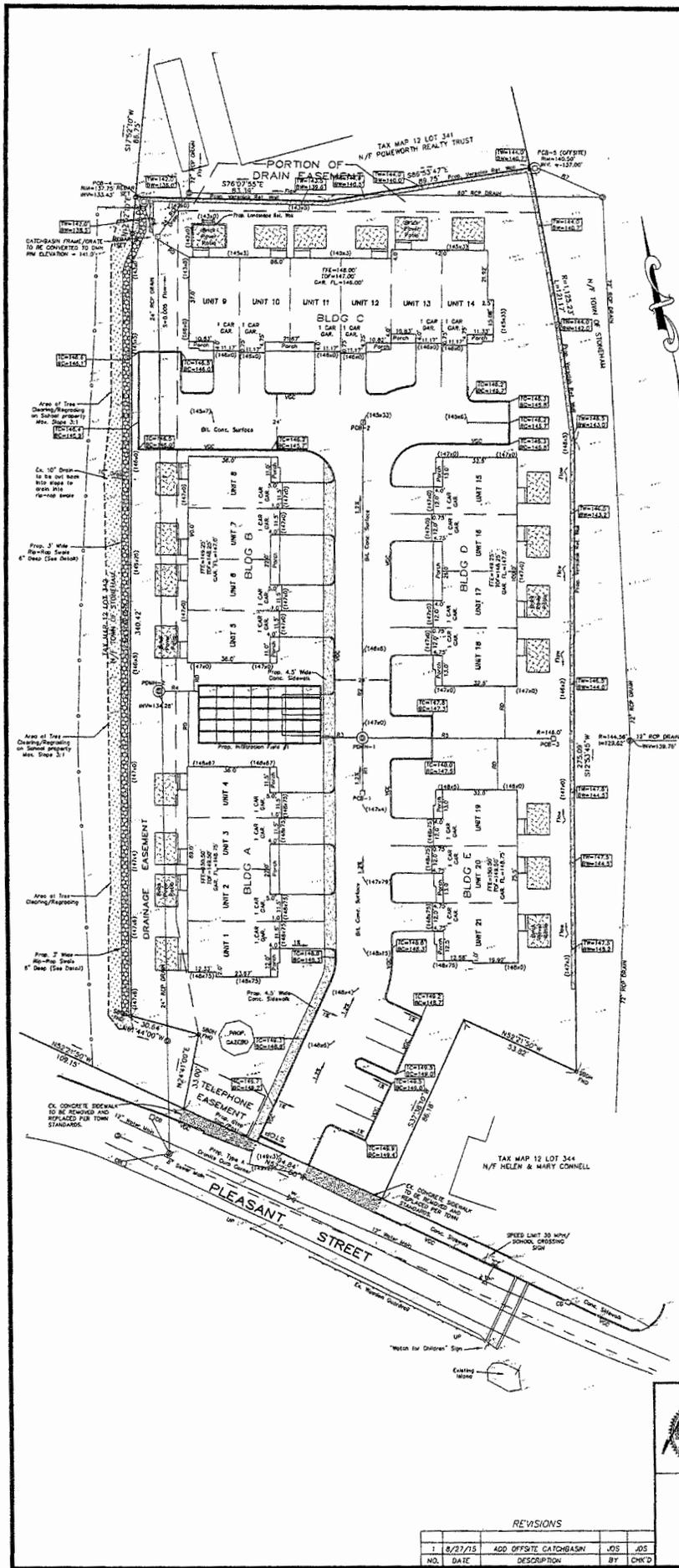
**42 PLEASANT STREET
 "PLEASANT RIDGE"**

SITE UTILITY PLAN
 LOCATED IN
 STONEHAM, MASSACHUSETTS
 (MIDDLESEX COUNTY)

PREPARED FOR
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC
 SCALE: 1" = 20' DATE: MAY 1, 2015

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
 P.O. BOX 2060
 WOBURN, MASS 01898
 (781) 854-8644

SHEET No. 4 OF 9



LEGEND:

- X 100.00 EX. SPOT GRADE
- (200)--- PROP. TWO FOOT CONTOUR
- (200.0) PROP. SPOT GRADE
- VCC VERTICAL GRANITE CURB
- TW TOP OF WALL
- BW BOTTOM OF WALL
- TC TOP OF CURB
- BC BOTTOM OF CURB

TEMPORARY BENCHMARK CHART:

| TBM # | DESCRIPTION | ELEV. |
|-------|---------------------|---------|
| 1 | PK NAIL IN PAVEMENT | 143.07' |

APPLICANT:
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 215 SALEM STREET
 WOBURN, MA 01801

I, TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK _____ DATE _____

APPROVED BY:
 STONEHAM PLANNING BOARD

APPROVED _____ TO _____

APPROVED BY:
 STONEHAM BOARD OF SELECTMEN

APPROVED _____ TO _____

**42 PLEASANT STREET
 "PLEASANT RIDGE"**



SITE GRADING PLAN
 LOCATED IN
STONEHAM, MASSACHUSETTS
 (MIDDLESEX COUNTY)

PREPARED FOR
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 SCALE: 1" = 20' DATE: MAY 1, 2015

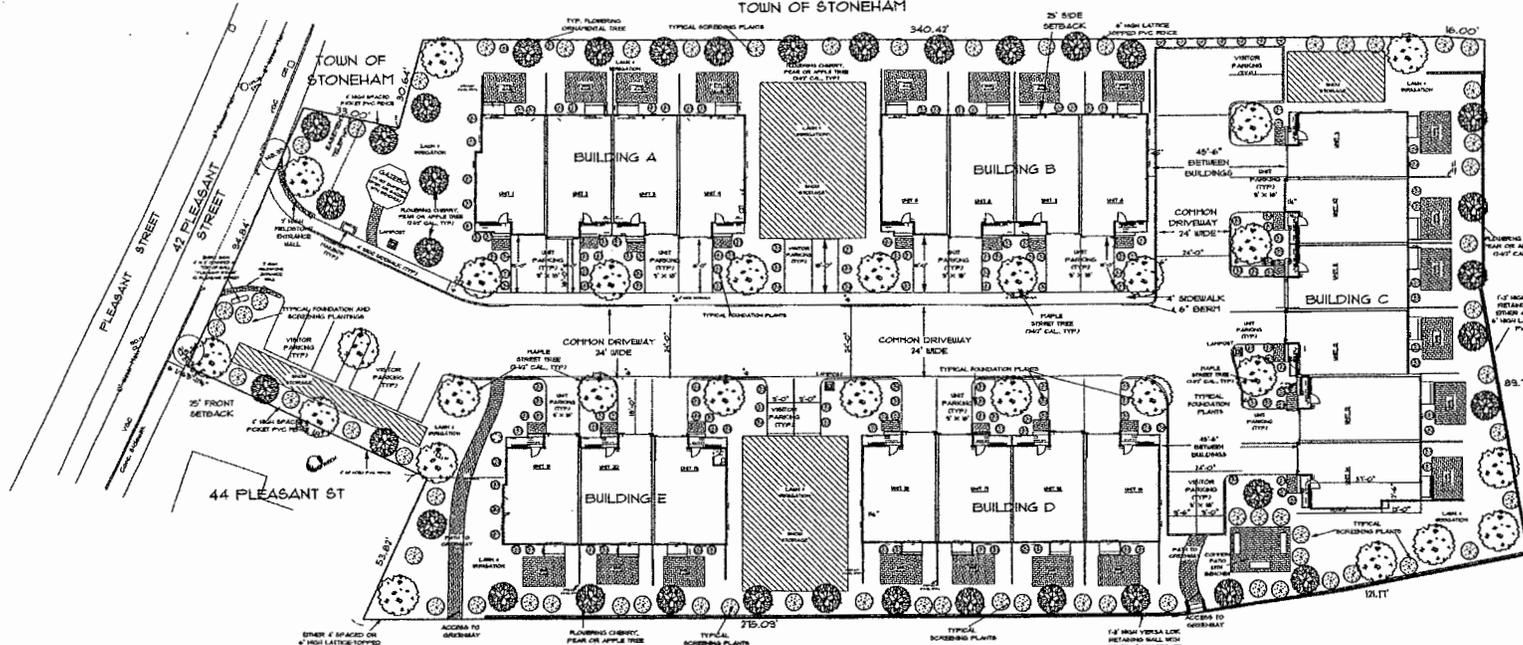
PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
 P.O. BOX 2004
 WOBURN, MASS 01888
 (781) 854-2644

SHEET No. 5 OF 9

REVISIONS

| NO. | DATE | DESCRIPTION | BY | CHK'D |
|-----|---------|------------------------|-----|-------|
| 1 | 8/21/15 | ADD OFFSITE CATCHBASIN | JOS | JOS |

OLD CENTRAL SCHOOL
TOWN OF STONEHAM



SYMBOL

- PROPOSED STREET TREE
- PROPOSED ORNAMENTAL/FLOWERING TREE
- PROPOSED ACCENT, SCREENING OR FOUNDATION SHRUBS
- 6' LATTICE TOP WHITE PVC FENCE
- 4' HIGH SCOLLOPED SPACED WHITE PVC FENCE
- 12' HIGH GAS REPLICA LAMPPOST
- SNOW STORAGE AREAS

TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK _____ DATE _____
APPROVED BY:
STONEHAM PLANNING BOARD



12' HIGH GAS REPLICA LAMPPOST / LANTERN PLACED EAST ALTERNATE

APPROVED _____ DATE _____

APPROVED BY:
STONEHAM BOARD OF SELECTMEN

APPROVED _____ DATE _____

APPROVED BY:
42 PLEASANT STREET
"PLEASANT RIDGE"

LANDSCAPING PLAN
LOCATED IN
STONEHAM, MASSACHUSETTS
(MIDDLESEX COUNTY)

SCALE: 1" = 30' DATE: MARCH 10, 2015
REVISED DATE: AUGUST 20, 2015

PREPARED BY
NORTH SHORE RESIDENTIAL DEVELOPMENT, INC
715 GALEM STREET
WOBURN, MA 01801

SHEET No. 6 OF 9

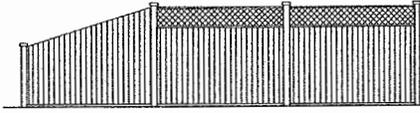
TYPICAL PLANT LIST

| SIZE | BOTANICAL NAME | COMMON NAME | MATURE Ht/Sp | GROWTH RATE | COLOR | SEASON | QUANTITY |
|--------------------------------------|---------------------------|-------------------------------|--------------|-------------|------------------|----------|----------|
| STREET TREES | | | | | | | |
| 1.00'S C | ACORN HYDRANGEA | RED PINK ACORN GLOVE | 40'x20'S | POD/PART | ORANGE LEAF | FALL | 30 |
| ORNAMENTAL/FLOWERING TREES | | | | | | | |
| 2.00'S C | PRINER SPERULATA | JAC. FLOWERING CHERRY | 30'x15'S | POD | DEEP PINK FLWR | MAY | |
| 2.00'S C | ITALIA VULGARIS | FLOWERING CELESTINE | 30'x15'S | POD | PINK FLWR | MAY | |
| 2.00'S C | PTERIS CHARNOLESKY | FLOWERING PEAR | 30'x15'S | POD | WHITE FLWR | MAY | |
| 2.00'S C | CORNUS BACCATA | ATITIC FRUIT REDTID DOGWOOD | 8'x4'S | POD/PART | WHITE FLWR | JUNE | 40 |
| SCREENING & BORDER PLANTS | | | | | | | |
| 4.00'S H | AREDA KURILANA | KOREAN PINE | 30'x15'S | POD | GREEN | EVER/GRN | |
| 6.00'S H | BIOWA TROPICOPHYLLA | BIOWA OBTUSUM | 30'x15'S | POD | GREEN | EVER/GRN | |
| 3.00'S H | ARISTYTHA X INTERMEDIA | LYNWOOD GOLD BORDER FORSYTHIA | 10'x10'S | POD/PART | YELLOW FLOWER | BARKING | |
| 4.00'S H | ITALIA OCCIDENTALIS NIGRA | DARK AMERICAN ARBORVITAE | 30'x15'S | POD/PART | DEEP GREEN | EVER/GRN | |
| 10.00'S H | PHILIP VITROBIA | WHITE PINE | 40'x20'S | F/ST | GREEN | EVER/GRN | 60 |
| FOUNDATION PLANTINGS | | | | | | | |
| 16.00'S H | INDOLENSERON CATAWBA | BOULE DE NEIGE RHODEN | 10'x10'S | POD | WHITE FLWR | MAY | |
| 16.00'S H | INDOLENSERON CATAWBA | BOULEHALE RHODEN | 10'x10'S | POD | LILAC FLWR | MAY | |
| 20.00'S H | TAJIMA BURGESSIA | REYNOLDS SPICE TREE | 10'x10'S | POD | GREEN | EVER/GRN | |
| 16.00'S H | JANEBUS GARDNERIA | SOLO LACE BEE JESSIE | 10'x10'S | POD | ORANGE | EVER/GRN | |
| 2.00'S H | HEX LATIFOLIA FEMALE | BLUE PRINCESM HOLLY | 8'x10'S | POD/PART | RED BERRY | EVER/GRN | |
| 2.00'S H | HEX LATIFOLIA MALE | BLUE PRINCESM HOLLY | 8'x10'S | POD/PART | TALE | EVER/GRN | |
| 2.00'S H | HEX LATIFOLIA | "THE LADIES" HOLLY | 8'x10'S | POD/PART | PINK FLWR | JUNE | |
| 16.00'S H | VERNA JAPONICA | GOLDEN GEMMA KERRIA | 10'x10'S | F/ST | GOLD FLWR | APR/MAY | |
| 2.00'S H | AZALEA EVERGREEN | BLANCK PINK AZALEA | 4'x10'S | POD/PART | BLANCK PINK FLWR | MAY | |
| 2.00'S H | AZALEA EVERGREEN | "MADISON" AZALEA | 4'x10'S | POD/PART | PINK FLWR | MAY | |
| 2.00'S H | AZALEA EVERGREEN | DELAWARE VALLEY WHITE | 4'x10'S | POD/PART | WHITE FLWR | MAY | |
| TOTAL | | | | | | | 316 |

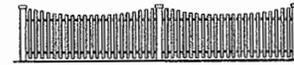
LAKE GRASS - PLANTING KENNEDY BULBGRASS based on - Manufactured using the best of available or approved equal. Application Plant Industry Standards

PLANTING NOTES

- ALL PLANT MATERIAL INSTALLED SHALL MEET THE SPECIFICATIONS OF THE "LANDSCAPE STANDARDS FOR NURSERY STOCK" BY THE AMER. ASSOC. OF NURSEMENT.
- ALL TREES & SHRUBS OTHER THAN BARKED PINE SHALL BE BALLED & BURLAPED QUANTITIES FOR ONE GROWING YEAR FOLLOWING DATE OF FINAL ACCEPTANCE.
- DO NOT USE ANY EXISTING SOIL FOR ANY LANDSCAPE PLANTINGS REMOVE EXIST. SOIL COMPLETELY & ENTIRELY. LEGALLY DISPOSE OF ALL EXCAVATED SOILS.
- ALL BARRIERS TO NEIGHBORS SHALL BE PROTECTED DURING CONSTRUCTION BY THE PLACEMENT OF A 4" HIGH ORANGE SAFETY FENCE AROUND THE TREE.
- SAFETY FENCING SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION OR USE. SOIL SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION OF ALL BARRIERS.
- ANY PROPOSED PLANT SUBSTITUTION MUST BE APPROVED IN WRITING BY LANDSCAPE ARCHITECT. FINAL QUANTITIES FOR EACH PLANT TYPE SHALL BEADDED TO THIS PLAN UNLESS OTHERWISE NOTED.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL ALL GRADING & CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA. ROOTBALLS SHALL BE SET ON UNCOMPACTED PLANT PIT BOTTOMS. DO NOT INCLINE UP NEW PLANTING SOIL PITS.
- POSTHOLE SHOULD BE REINFORCED DURING THE 1st GROWING YEAR POSSIBLY ROOT BURN & THE NEAREST APPLICATION ARE GENERALLY ADVISORY FOR 1st YEAR.
- 1" HIGH DEEP LAYER OF UNCOMPRESSED FINE BARK MULCH SHALL BE INSTALLED OVER ALL TREES & SHRUBS & IN PLANTING BEDS AS DIRECTED BY LAND ARCHITECT. FINE MULCH DEPTH FOR BROADLEAFED, DORMANT, CHOICE/TYPE/UNUSUAL/PLANT TREE/SHRUBS SHALL BE 1" OF MULCH.
- ALL UNPAVED NON-PAVED AREAS EXISTING OR PROPOSED SHALL RECEIVE A 1" THICK LAYER OF WHITE BARK MULCH.
- WATER COORDINATE WITH THE OWNER OR GOLF COURSE CONTRACTOR FOR USE OF WATER. IF UNAVAILABLE, PROVIDE FOR OPPOSITE WATER. PROVIDE 30 GALLONS OF WATER FOR TREE & 10 GALLONS OF WATER FOR SHRUB PER DAY.
- IF ANY PLANT INSTALLATION SHOULD BE RECALLED DURING THE 1st YEAR, THE LAND ARCHITECT SHALL BE NOTIFIED PRIOR TO ANY PLANTING.
- DO NOT DO APPROVAL TREAS PLANTS WILL NOT BE ACCEPTED AND ARE TO BE REMOVED AT NO COST TO THE OWNER.
- THE LAND ARCHITECT SHALL BE SOLE JUDGE OF THE QUALITY OF PLANT MATERIAL. THE RIGHT OF SELECTION SELECTED PLANTS SHALL BE REMOVED FROM THE SITE IMMEDIATELY & REPLACED WITH IDENTIFIED REPLACEMENTS OR APPROVED SUBSTITUTIONS AS DIRECTED BY LAND ARCHITECT.
- ALL PROPOSED PLANTING LOCATIONS SHALL BE STAKED CAREFULLY AS A BASIS ON THE FINAL CONSTRUCTION SHALL VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO PLANTING OPERATIONS & SHALL NOTIFY THE LAND ARCHITECT OF ANY CONTACTS.
- ALL UNPAVED AREAS ONLY ESTABLISHED PROVIDED FOR BUDGETARY PURPOSES.
- EXISTING OR NEW PLANT MATERIAL AND PLANTING MATERIAL SHALL BE PROVIDED AS MAINTAINED AS PROVIDED FOR IN THE FIELD BY A CERTIFIED LANDSCAPE ARCHITECT OR AS DIRECTED BY THE PLANNING DEPARTMENT.



TYP. 6' LATTICE TOP WHITE PVC FENCE



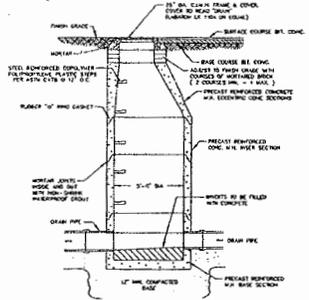
TYP. 4' HIGH SCOLLOPED SPACED WHITE PVC FENCE



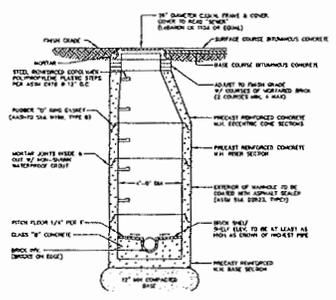
TYP. 6' HT. LATTICE PRIVACY PANEL

REVISIONS

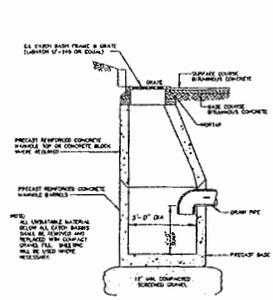
| NO | DATE | DESCRIPTION | CHKD |
|----|---------|---------------------------------------|------|
| 1 | 8-20-15 | MOVE GAZONED OUT OF 30' FRONT SETBACK | |
| NO | | | |



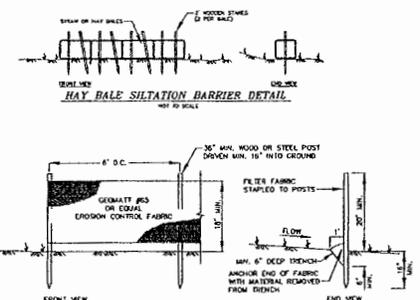
TYPICAL DRAIN MANHOLE DETAIL
NOT TO SCALE



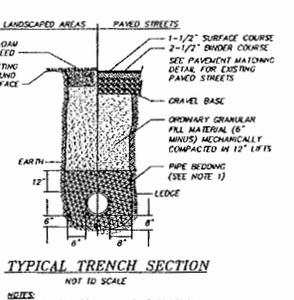
TYPICAL SEWER MANHOLE DETAIL
NOT TO SCALE



DEEP-SUMP HOODED CATCH BASIN (D.C.B.)
NOT TO SCALE

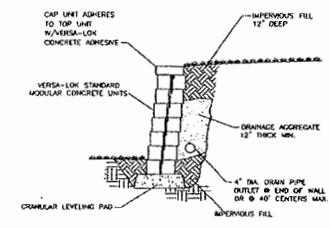


FABRIC SILTATION FENCE DETAIL
NOT TO SCALE

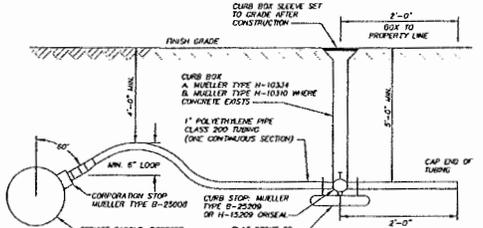


TYPICAL TRENCH SECTION
NOT TO SCALE

- NOTES:
 * PIPE BEDDING MATERIAL TO BE AS FOLLOWS:
 * FOR OLD WATER MAINS USE SAND
 * FOR FIVE AND SIX INCH USE 3/4" CRUSHED STONE
 * FOR 8" USE SUITABLE GRANULAR FILL (2" MINUS)

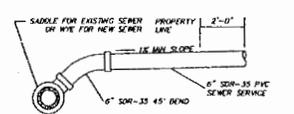


MODULAR RETAINING WALL SECTION
NOT TO SCALE

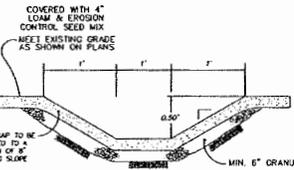


TYPICAL WATER SERVICE
NOT TO SCALE

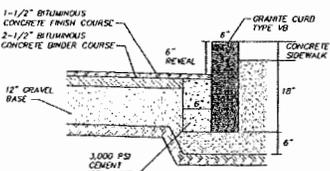
- NOTES:
 1. BACKFILL SHALL BE NATIVE MATERIAL COMPACTED TO A DENSITY OF NOT LESS THAN 90% RELATIVE COMPACTION.
 2. SPECIAL ATTENTION MUST BE GIVEN TO BACKFILL AROUND WATER MAIN AND UNDER SERVICE PIPE.



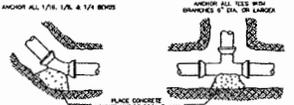
TYPICAL SEWER SERVICE
NOT TO SCALE



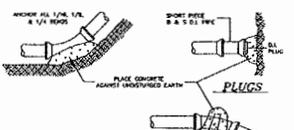
RIP-RAP DRAINAGE SWALE
NOT TO SCALE



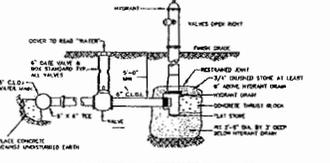
VERTICAL GRANITE CURB DETAIL
NOT TO SCALE



HORIZONTAL ANCHORS - WATER MAIN
NOT TO SCALE



VERTICAL ANCHORS - WATER MAIN
NOT TO SCALE



TYPICAL FIRE HYDRANT DETAIL
NOT TO SCALE

APPROVED BY:
STONEHAM PLANNING BOARD

APPROVED BY:
STONEHAM BOARD OF SELECTMEN

42 PLEASANT STREET
"PLEASANT RIDGE"

CONSTRUCTION DETAILS
 LOCATED IN
STONEHAM, MASSACHUSETTS
 (MIDDLESEX COUNTY)
 PREPARED FOR
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 SCALE: NONE DATE: MAY 1, 2015
 PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
 P.O. BOX 2004
 WOBURN, MA 01888
 (781) 854-8844

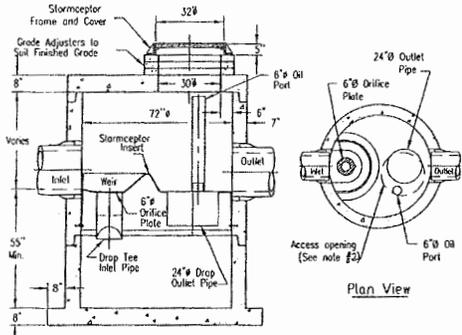


TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

| TOWN CLERK | | DATE | | |
|------------|---------|--------------------------|-----|-------|
| REVISIONS | | | | |
| NO. | DATE | DESCRIPTION | BY | CHK'D |
| 1 | 8/27/15 | NO CHANGES TO THIS SHEET | JDS | JDS |

SHEET No. 7 OF 9

STC 900 Precast Concrete Stormceptor
(900 U.S. Gallon Capacity)

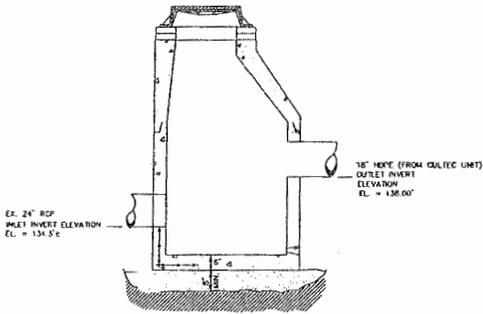


Section Thru Chamber

Notes:

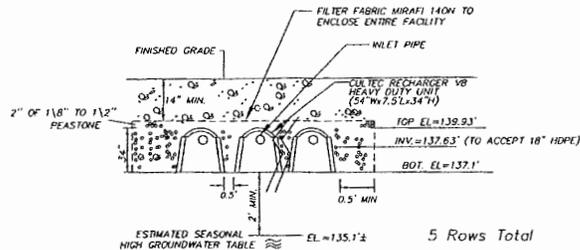
1. The Use Of Flexible Connection is Recommended at The Inlet and Outlet Where Applicable.
2. The Cover Should be Positioned Over The Outlet Drop Pipe and The DM Port.
3. The Stormceptor System is protected by one or more of the following U.S. Patents: #496348, #5458331, #5725760, #5753115, #5849181, #6068765, #6371690.
4. Contact a Concrete Pipe Division representative for further details not listed on this drawing.

STORMCEPTOR 900
(NOT TO SCALE)



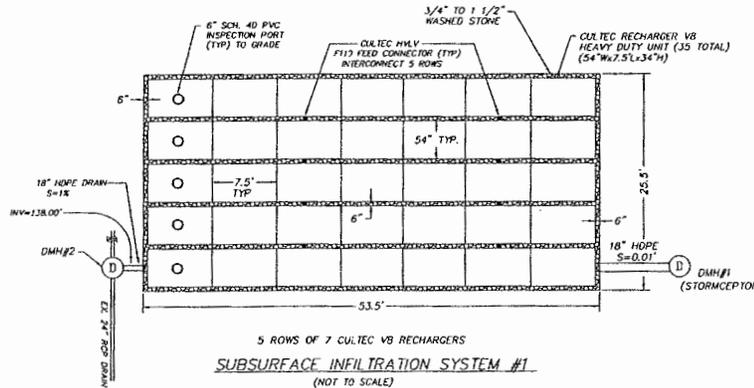
DMH-2

(NOT TO SCALE)
STRUCTURE TO CONFORM TO SPECIFICATIONS
FOR A DRAINAGE MANHOLE



PROVIDE MINIMUM 2 FEET SEPARATION
BETWEEN THE BOTTOM OF THE CULTEC UNIT
AND THE SEASONAL HIGH GROUNDWATER TABLE.

SUBSURFACE INFILTRATION SYSTEM - CROSS SECTION
(NOT TO SCALE)



5 ROWS OF 7 CULTEC V8 RECHARGERS
SUBSURFACE INFILTRATION SYSTEM #1
(NOT TO SCALE)

APPROVED BY:
STONEHAM PLANNING BOARD

APPROVED _____ 20__

APPROVED BY:
STONEHAM BOARD OF SELECTMEN

APPROVED _____ 20__

I, _____ TOWN CLERK OF THE TOWN OF
STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF
APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD
HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE
OF APPEAL HAS BEEN RECEIVED DURING THE THIRTY DAYS NEXT AFTER
SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK DATE

42 PLEASANT STREET
"PLEASANT RIDGE"

CONSTRUCTION DETAILS
LOCATED IN
STONEHAM, MASSACHUSETTS
(MIDDLESEX COUNTY)

PREPARED FOR
NORTH SHORE RESIDENTIAL DEVELOPMENT, INC
SCALE: NONE DATE: MAY 1, 2015

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC

P.O. BOX 2004
FOXBURN, MA 01880
(781) 854-0244



REVISIONS

| NO. | DATE | DESCRIPTION | BY | CHK |
|-----|---------|-----------------------|-----|-----|
| 1 | 8/27/15 | NO CHANGES THIS SHEET | JMS | JTC |

PLEASANT RIDGE - ELEVATION RENDERINGS

ENTRANCEWAY



STREETSCAPE- BUILDINGS A, B & C



BUILDING A



BUILDING E



BUILDING B

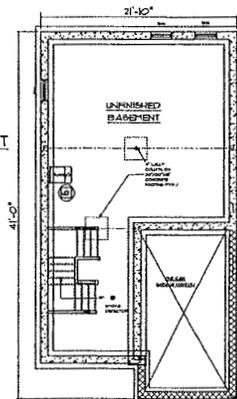


BUILDING D

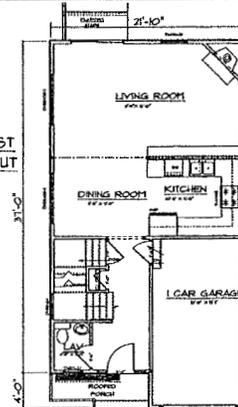


PLEASANT RIDGE - TYPICAL UNIT FLOOR PLANS

TYPICAL BASEMENT FLOOR LAYOUT

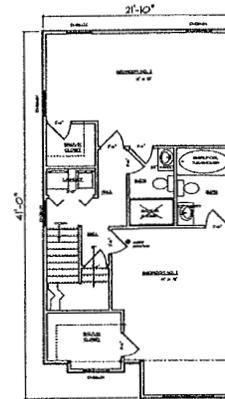


TYPICAL FIRST FLOOR LAYOUT



SCALE: 3/16" = 1'-0"

TYPICAL SECOND FLOOR 2-BR LAYOUT



| | |
|---------------------------------------------------------------------------------------------------|--|
| 42 PLEASANT STREET "PLEASANT RIDGE" | |
| ARCHITECTURAL ELEVATIONS & TYPICAL FLOOR PLANS | |
| LOCATED IN STONEHAM, MASSACHUSETTS (MIDDLESEX COUNTY) | |
| PREPARED BY: NORTH SHORE RESIDENTIAL DEVELOPMENT, INC SCALE: AS NOTED DATE: AUGUST 20, 2015 | |
| SHEET No. 3 OF 3 | |

Paid _____

Stoneham Certified Abutters List Request:

Subject Property Location 42 Pleasant St
Parcel ID of the Subject Property _____
Applicant's Name Board of Selectmen
Applicant's Telephone Number _____

Purpose of Abutters List

_____ **Zoning Board of Appeals (Variance or Special Permit)**
includes all abutters of the subject property within a 300 Foot Radius

_____ **Planning Board**
_____ Accessory Dwelling or In-Law Apartment - 300 Foot Radius
_____ Special Permit - 300 Foot Radius
_____ Sub-Division - Direct Abutters Only
_____ Warrant Articles - No Abutters

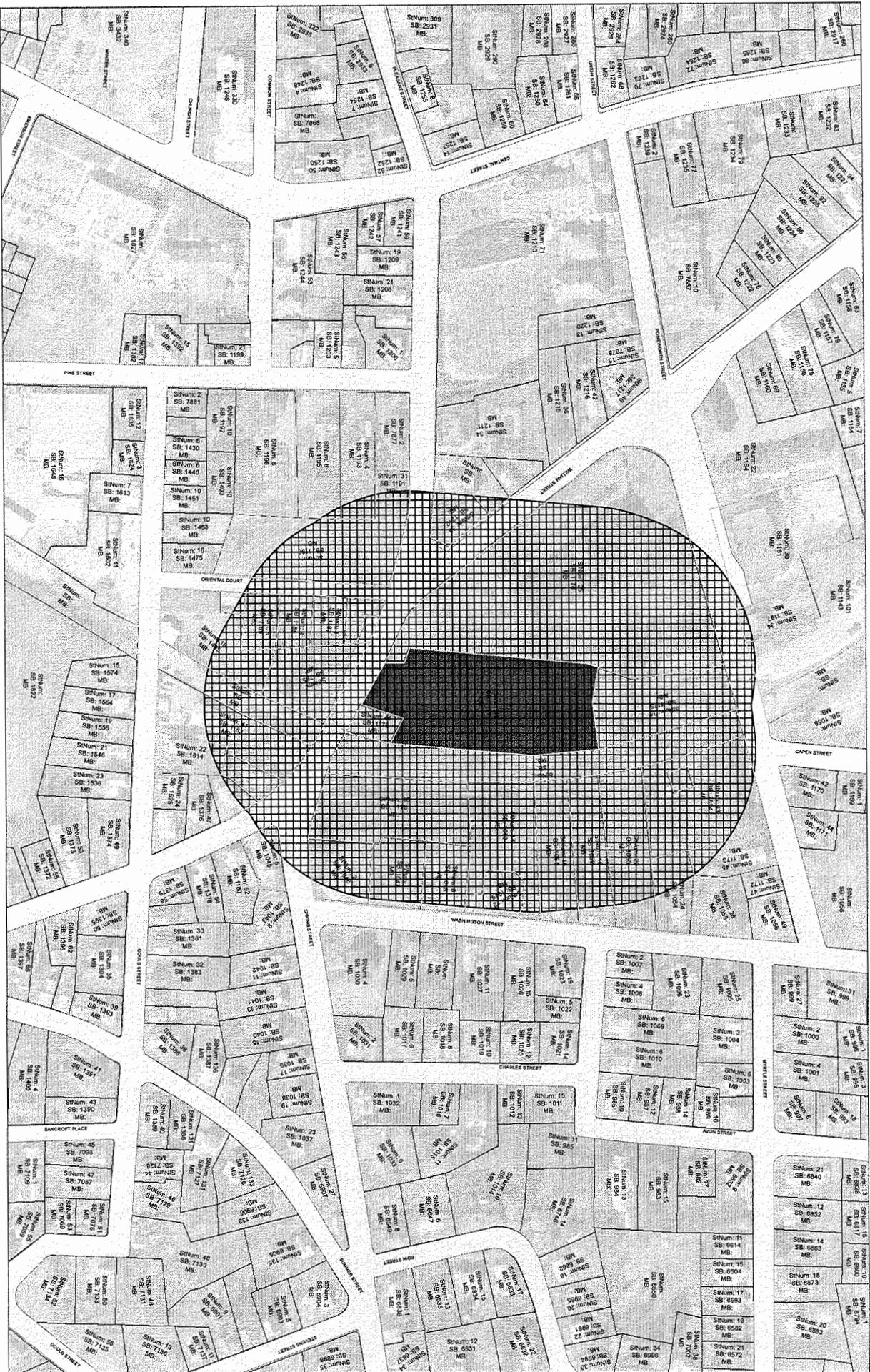
_____ **Site Plan**
includes all abutters of the subject property within a 300 Foot Radius

_____ **Liquor License**
includes direct abutters and all churches, school and hospitals within 500 Feet

_____ **Utility (Fee will be billed at a later date)**
A review of the proposed utility work must be presented to the Director of Department of Public Works. The scope of the proposed work will be analyzed and a map will be created indicating the abutters in need of notification. This map must then be provided to the Assessors Office for a Certified Abutters List to be generated.

* The cost of any abutters list is \$25.00

Abutters List - 42 Pleasant St - 300 FT





09/01/2015

10:45:28AM

Town of Stoneham

GIS - Abutters by Location

Filter Used:

DataProperty.AccountNumber in
(1143,1161,1167,1173,1331,1332,1333,1334,1335,1336,1337,1338,1339,1340,1341,1342,1343,1344,1345,1346,1347,1348,1349,1350,1351,1352,1353,1354,1355,1356,1357,1358..

| Parcel ID - Map/Block/Lot | Location | Owner/Mailing Address |
|---------------------------|-----------------|------------------------------------------------------------------------------------------|
| 12-0-308 | 101 CENTRAL ST | STONEHAM TOWN OF / STONEHAM MIDDLE SCHOO 149 FRANKLIN ST / STONEHAM MA 02180 |
| 13-0-RRROW1 | GOULD ST | TOWN OF STONEHAM / RAIL ROAD RIGHT OF WAY TOWN HALL STONEHAM MA 02180 |
| 13-0-23 | 18 GOULD ST | J. L.A.M. LLC 16 GOULD STREET STONEHAM MA 02180 |
| 13-0-25 | 22 GOULD ST | GOULD STREET REALTY / DEVELOPMENT, LLC . 41 PLEASANT STREET STONEHAM MA 02180 |
| 13-0-502C3 | 426 MAIN ST | LOUNTCHEV DIMITAR / LOUNTCHEV TODORKA 426 MAIN ST / UNIT C#3 STONEHAM MA 02180 |
| 12-0-353 | 1 ORIENTAL CT | KEOHANE PATRICK TRS. / REVOLUTIONARY REALT 39 PLEASANT STREET / STONEHAM MA 02180 |
| 12-0-354 | 3 ORIENTAL CT | CUNNINGHAM JOSEPH TRS / THREE ORIENTAL CO 39 PLEASANT ST STE 3 / STONEHAM MA 02180 |
| 12-0-355 | 5 ORIENTAL CT | BRENNAN MICHAEL P. 5 ORIENTAL CT STONEHAM MA 02180 |
| 13-0-22 | 7 9 ORIENTAL CT | BLEEKER PROPERTIES LLC 458 PARK ST NORTH READING MA 01864 |
| 12-0-359 | 4 PINE ST | EGO ROBERT F. / EGO MARILYN E. PO BOX 291 DANVERS MA 01923 |
| 12-0-360 | 6 PINE ST | GIORDANO ANTHONY J 6 PINE ST STONEHAM MA 02180 |
| 12-0-350 | PLEASANT ST | 39 PLEASANT STREET CONDO ASSOCIATION STONEHAM MA 02180 |
| 12-0-357 | 31 PLEASANT ST | CORMIER GLENN A / NANCY R CORMIER 31 PLEASANT ST STONEHAM MA 02180 |
| 12-0-352 | 33 PLEASANT ST | CUNNINGHAM JOSEPH 33 PLEASANT ST STONEHAM MA 02180 |
| 12-0-351 | 35 PLEASANT ST | SWITZER GORDON B 35 PLEASANT STREET STONEHAM MA 02180 |
| 12-0-378A | 36 PLEASANT ST | WILLIAMS MARY / SHANNON EMILY 36 PLEASANT ST STONEHAM MA 02180 |

| Parcel ID - Map/Block/Lot | Location | Owner/Mailing Address |
|---------------------------|-------------------|---------------------------------------------------------------------------------------|
| 12-0-378 | 38 PLEASANT ST | SARCENO CONSTRUCTION LLC, PO BOX 1029 ANDOVER MA 01810 |
| 12-0-350D | 39 PLEASANT ST 4 | SWITZER GORDON / 35 PLEASANT STREET / STONEHAM MA 02180 |
| 12-0-350J | 39 PLEASANT ST 2D | CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180 |
| 12-0-350K | 39 PLEASANT ST 3A | CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180 |
| 12-0-350L | 39 PLEASANT ST 3B | CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180 |
| 12-0-350M | 39 PLEASANT ST 3C | CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180 |
| 12-0-350N | 39 PLEASANT ST 3D | CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180 |
| 12-0-349 | 41 PLEASANT ST | JWP REALTY LLC 41 PLEASANT ST STONEHAM MA 02180 |
| 12-0-343 | 42 PLEASANT ST | CUTTER STEVEN F. / DANIEL PICARIELLO TRS PO BOX 80442 STONEHAM MA 02180 |
| 12-0-348 | 43 PLEASANT ST | 43 PLEASANT ST REALTY LLC 41 PLEASANT ST STONEHAM MA 02180 |
| 12-0-344 | 44 PLEASANT ST | MAHONEY MARY M. 44 PLEASANT ST STONEHAM MA 02180 |
| 13-0-115 | 45 PLEASANT ST | BROWN ROBERT J / RENEE PARRIS BROWN 45 PLEASANT ST STONEHAM MA 02180 |
| 12-0-346 | 48 PLEASANT ST | PLEASANT 48 STONEHAM LLC / 50 DODGE STREET / BEVERLY MA 01915-1711 |
| 12-0-325 | 30 POMEWORTH ST | POMEWORTH 30 STONEHAM LLC 50 DODGE STREET / BEVERLY MA 01915-1711 |
| 12-0-333 | 34 POMEWORTH ST | O'CONNELL KEVIN J. / DEBORAH A. O'CONNELL 34 POMEWORTH ST STONEHAM MA 02180 |
| 12-0-341 | 35 POMEWORTH ST | CUNNINGHAM JOSEPH W / CYNTHIA CUNNINGHAM 39 PLEASANT ST STE 3 STONEHAM MA 02180 |

| Parcel ID - Map/Block/Lot | Location | Owner/Mailing Address |
|---------------------------|-------------------------|---------------------------------------------------------------------------------------|
| 12-0-340 | 43 POMEWORTH ST | 43 POMEWORTH STREET CONDO ASSOCIATION STONEHAM MA 02180 |
| 12-0-A12 | 43 U-12 POMEWORTH ST 12 | HURLEY LAWRENCE J. / GAYLE K. HURLEY 43 POMEWORTH ST U# 12 STONEHAM MA 02180 |
| 12-0-A14 | 43 U-14 POMEWORTH ST 14 | RICCI BRENDA L. / RICCI MICHAEL 43 POMEWORTH ST U# 14 / STONEHAM MA 02180 |
| 12-0-A15 | 43 U-15 POMEWORTH ST 15 | SCHLEY WALTER E. / SCHLEY ANNE M. 43 POMEWORTH ST U# 15 STONEHAM MA 02180 |
| 12-0-A16 | 43 U-16 POMEWORTH ST 16 | WEYMOUTH KEVIN J. 43 POMEWORTH ST U# 16 STONEHAM MA 02180 |
| 12-0-A17 | 43 U-17 POMEWORTH ST 17 | SACCO RENEE M. / 43 POMEWORTH ST U# 17 / STONEHAM MA 02180 |
| 12-0-A18 | 43 U-18 POMEWORTH ST 18 | VERACKA KATHLEEN A. / GATELY JEROME SR. 43 POMEWORTH ST U# 18 STONEHAM MA 02180 |
| 12-0-A19 | 43 U-19 POMEWORTH ST 19 | CANTERA DUANE J. 43 POMEWORTH ST U# 19 STONEHAM MA 02180 |
| 12-0-A21 | 43 U-21 POMEWORTH ST 21 | PAGLIUCA JOSEPH A.III 43 POMEWORTH ST U# 21 STONEHAM MA 02180 |
| 12-0-A22 | 43 U-22 POMEWORTH ST 22 | CONNELL FRANK J. 43 POMEWORTH ST U# 22 STONEHAM MA 02180 |
| 12-0-A23 | 43 U-23 POMEWORTH ST 23 | TROTTO DONNA J 43 POMEWORTH ST U# 23 STONEHAM MA 02180 |
| 12-0-A24 | 43 U-24 POMEWORTH ST 24 | QUINN DEBRA LEE 43 POMEWORTH ST U# 24 STONEHAM MA 02180 |
| 12-0-A25 | 43 U-25 POMEWORTH ST 25 | CANNING FLORENCE 43 POMEWORTH ST U# 25 STONEHAM MA 02180 |
| 12-0-A26 | 43 U-26 POMEWORTH ST 26 | CECERE MARK / CECERE MICHELE 43 POMEWORTH ST U# 26 / STONEHAM MA 02180 |
| 12-0-A27 | 43 U-27 POMEWORTH ST 27 | MESSINA CHRISTOPHER WARREN 43 POMEWORTH ST U# 27 / STONEHAM MA 02180 |
| 12-0-A28 | 43 U-28 POMEWORTH ST 28 | BOND MARY E. / 43 POMEWORTH ST U# 28 / STONEHAM MA 02180 |

10:45:29AM

| Parcel ID - Map/Block/Lot | Location | Owner/Mailing Address |
|---------------------------|-------------------------|--------------------------------------------------------------------------------------|
| 12-0-A31 | 43 U-31 POMEWORTH ST 31 | MURPHY WILLIAM J. 43 POMEWORTH ST U# 31 STONEHAM MA 02180 |
| 12-0-A32 | 43 U-32 POMEWORTH ST 32 | O'MALLEY ROBERT J. 43 POMEWORTH ST / UNIT 32 STONEHAM MA 02180 |
| 12-0-A33 | 43 U-33 POMEWORTH ST 33 | GALLANT PAULA K. 43 POMEWORTH ST U# 33 STONEHAM MA 02180 |
| 12-0-A34 | 43 U-34 POMEWORTH ST 34 | ROBISHAW EVELYN 43 POMEWORTH ST U# 34 STONEHAM MA 02180 |
| 12-0-A35 | 43 U-35 POMEWORTH ST 35 | PETROSSO ROSEMARY A. 29 LITTLE SHORE DRIVE #1035 MADISON NH 03849 |
| 12-0-A36 | 43 U-36 POMEWORTH ST 36 | RICCARDI JULIE A. 43 POMEWORTH ST U# 36 STONEHAM MA 02180 |
| 12-0-A37 | 43 U-37 POMEWORTH ST 37 | BUCCHERI ALFREDA 43 POMEWORTH ST U# 37 STONEHAM MA 02180 |
| 12-0-A38 | 43 U-38 POMEWORTH ST 38 | MOORE GISELA 43 POMEWORTH ST U# 38 STONEHAM MA 02180 |
| 12-0-A41 | 43 U-41 POMEWORTH ST 41 | DALTON ANNA 43 POMEWORTH ST U# 41 STONEHAM MA 02180 |
| 12-0-A42 | 43 U-42 POMEWORTH ST 42 | MORRISON PATRICIA 43 POMEWORTH ST U# 42 STONEHAM MA 02180 |
| 12-0-A43 | 43 U-43 POMEWORTH ST 43 | FOSKITT WENDY / 43 POMEWORTH ST U# 43 / STONEHAM MA 02180 |
| 12-0-A44 | 43 U-44 POMEWORTH ST 44 | KEBADIJIAN EDWARD 43 POMEWORTH STREET #44 STONEHAM MA 02180 |
| 12-0-A45 | 43 U-45 POMEWORTH ST 45 | DELANEY HAROLD 43 POMEWORTH ST U# 45 STONEHAM MA 02180 |
| 12-0-A46 | 43 U-46 POMEWORTH ST 46 | HODGDON KELLY A. 43 POMEWORTH ST U# 46 STONEHAM MA 02180 |
| 12-0-A47 | 43 U-47 POMEWORTH ST 47 | CALLINAN JOHN / 256 COMMON STREET WATERTOWN MA 02472 |
| 12-0-A48 | 43 U-48 POMEWORTH ST 48 | CORTESE FRANK A. / BEVILAQUA LISA A. 43 POMEWORTH ST U# 48 / STONEHAM MA 02180 |

GIS - Abutters by Location

| Parcel ID - Map/Block/Lot | Location | Owner/Mailing Address |
|---------------------------|-------------------|-----------------------------------------------------------------------------------------|
| 12-0-339 | 45 POMEWORTH ST | SIANTURI ELIZABETH 45 POMEWORTH ST STONEHAM MA 02180 |
| 12-0-221 | 2 SPRING ST | MULLANE GARY S. / MULLANE JAIME R. 2 SPRING ST STONEHAM MA 02180 |
| 12-0-220 | 5 SPRING ST | KUMAR PARSHANT / VERMA AARTI 5 SPRING ST STONEHAM MA 02180 |
| 12-0-223 | 12 WASHINGTON ST | GREENOUGH SHANNON 12 WASHINGTON ST / STONEHAM MA 02180 |
| 12-0-223A | 14 WASHINGTON ST | SYMES, ALBERT R TR / MONTVALE STONEHAM RE 50 DODGE STREET / BEVERLY MA 01915-1711 |
| 12-0-224 | 16 WASHINGTON ST | MURPHY DOUGLAS R. / MURPHY KARIANN 16 WASHINGTON ST / STONEHAM MA 02180 |
| 12-0-225 | 18 WASHINGTON ST | MCALLISTER ANNE 18 WASHINGTON ST STONEHAM MA 02180 |
| 12-0-226 | 22 WASHINGTON ST | FRAWLEY MARION E / NORMAN H FRAWLEY 22 WASHINGTON ST STONEHAM MA 02180 |
| 12-0-227 | 24 WASHINGTON ST | ZIBELL LINDA L 24 WASHINGTON ST STONEHAM MA 02180 |
| 12-0-221A | 2-4 WASHINGTON ST | FRONTIERO SALVATORE J. / C/O STEPHEN COLUMB 9 HIGHROCK ROAD STONEHAM MA 02180 |
| 12-0-222 | 8 WASHINGTON ST | COSTELLO DENNIS J. TR. / COSTELLO FAMILY TRU 8 WASHINGTON ST STONEHAM MA 02180 |
| 12-0-342 | 25 WILLIAM ST | STONEHAM TOWN OF / OLD CENTRAL SCHOOL TOWN HALL STONEHAM MA 02180 |

| | | | | | |
|--------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------|-----------------------|
| 101 CENTRAL ST STONEHAM TOWN OF STONEHAM MIDDLE SCHOOL 149 FRANKLIN ST STONEHAM, MA 02180 | 12-0-308 LUC: 903 | 6 PINE ST GIORDANO ANTHONY J 6 PINE ST STONEHAM, MA 02180 | 12-0-360 LUC: 111 | 39 PLEASANT ST 3B CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180 | 12-0-350L LUC: 343 |
| GOULD ST TOWN OF STONEHAM RAIL ROAD RIGHT OF WAY TOWN HALL STONEHAM, MA 02180 | 13-0-RRROW1 LUC: 905 | PLEASANT ST 39 PLEASANT STREET CONDO ASSOCIATION STONEHAM, MA 02180 | 12-0-350 LUC: 996 | 39 PLEASANT ST 3C CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180 | 12-0-350M LUC: 343 |
| 18 GOULD ST J. L.A.M. LLC 16 GOULD STREET STONEHAM, MA 02180 | 13-0-23 LUC: 316 | 31 PLEASANT ST CORMIER GLENN A NANCY R CORMIER 31 PLEASANT ST STONEHAM, MA 02180 | 12-0-357 LUC: 101 | 39 PLEASANT ST 3D CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180 | 12-0-350N LUC: 343 |
| 22 GOULD ST GOULD STREET REALTY DEVELOPMENT, LLC 41 PLEASANT STREET STONEHAM, MA 02180 | 13-0-25 LUC: 104 | 33 PLEASANT ST CUNNINGHAM JOSEPH 33 PLEASANT ST STONEHAM, MA 02180 | 12-0-352 LUC: 101 | 41 PLEASANT ST JWP REALTY LLC 41 PLEASANT ST STONEHAM, MA 02180 | 12-0-349 LUC: 400 |
| 426 MAIN ST LOUNTCEV DIMITAR LOUNTCEV TODORKA 426 MAIN ST UNIT C#3 STONEHAM, MA 02180 | 13-0-502C3 LUC: 343 | 35 PLEASANT ST SWITZER GORDON B 35 PLEASANT STREET STONEHAM, MA 02180 | 12-0-351 LUC: 031 | 42 PLEASANT ST CUTTER STEVEN F. DANIEL PICARIELLO TRS PO BOX 80442 STONEHAM, MA 02180 | 12-0-343 LUC: 400 |
| 1 ORIENTAL CT KEOHANE PATRICK TRS. REVOLUTIONARY REALTY TRUST 39 PLEASANT STREET STONEHAM, MA 02180 | 12-0-353 LUC: 104 | 36 PLEASANT ST WILLIAMS MARY SHANNON EMILY 36 PLEASANT ST STONEHAM, MA 02180 | 12-0-378A LUC: 104 | 43 PLEASANT ST 43 PLEASANT ST REALTY LLC 41 PLEASANT ST STONEHAM, MA 02180 | 12-0-348 LUC: 101 |
| 3 ORIENTAL CT CUNNINGHAM JOSEPH TRS THREE ORIENTAL COURT TRUST 39 PLEASANT ST STE 3 STONEHAM, MA 02180 | 12-0-354 LUC: 104 | 38 PLEASANT ST SARCENO CONSTRUCTION LLC, PO BOX 1029 ANDOVER, MA 01810 | 12-0-378 LUC: 101 | 44 PLEASANT ST MAHONEY MARY M. 44 PLEASANT ST STONEHAM, MA 02180 | 12-0-344 LUC: 101 |
| 5 ORIENTAL CT BRENNAN MICHAEL P. 5 ORIENTAL CT STONEHAM, MA 02180 | 12-0-355 LUC: 101 | 39 PLEASANT ST 4 SWITZER GORDON 35 PLEASANT STREET STONEHAM, MA 02180 | 12-0-350D LUC: 344 | 45 PLEASANT ST BROWN ROBERT J RENEE PARRIS BROWN 45 PLEASANT ST STONEHAM, MA 02180 | 13-0-115 LUC: 101 |
| 7 9 ORIENTAL CT BLEEKER PROPERTIES LLC 458 PARK ST NORTH READING, MA 01864 | 13-0-22 LUC: 104 | 39 PLEASANT ST 2D CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180 | 12-0-350J LUC: 343 | 48 PLEASANT ST PLEASANT 48 STONEHAM LLC 50 DODGE STREET BEVERLY, MA 01915-1711 | 12-0-346 LUC: 112 |
| 4 PINE ST EGO ROBERT F. EGO MARILYN E. PO BOX 291 DANVERS, MA 01923 | 12-0-359 LUC: 105 | 39 PLEASANT ST 3A CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180 | 12-0-350K LUC: 343 | 30 POMEWORTH ST POMEWORTH 30 STONEHAM LLC 50 DODGE STREET BEVERLY, MA 01915-1711 | 12-0-325 LUC: 112 |

| | | | | | |
|--------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------------------|----------------------|
| 34 POMEWORTH ST O'CONNELL KEVIN J. DEBORAH A. O'CONNELL 34 POMEWORTH ST STONEHAM, MA 02180 | 12-0-333 LUC: 101 | 43 U-21 POMEWORTH ST 21 PAGLIUCA JOSEPH A.III 43 POMEWORTH ST U# 21 STONEHAM, MA 02180 | 12-0-A21 LUC: 102 | 43 U-33 POMEWORTH ST 33 GALLANT PAULA K. 43 POMEWORTH ST U# 33 STONEHAM, MA 02180 | 12-0-A33 LUC: 102 |
| 35 POMEWORTH ST CUNNINGHAM JOSEPH W CYNTHIA CUNNINGHAM 39 PLEASANT ST STE 3 STONEHAM, MA 02180 | 12-0-341 LUC: 316 | 43 U-22 POMEWORTH ST 22 CONNELL FRANK J. 43 POMEWORTH ST U# 22 STONEHAM, MA 02180 | 12-0-A22 LUC: 102 | 43 U-34 POMEWORTH ST 34 ROBISHAW EVELYN 43 POMEWORTH ST U# 34 STONEHAM, MA 02180 | 12-0-A34 LUC: 102 |
| 43 POMEWORTH ST 43 POMEWORTH STREET CONDO ASSOCIATION STONEHAM, MA 02180 | 12-0-340 LUC: 996 | 43 U-23 POMEWORTH ST 23 TROTTO DONNA J 43 POMEWORTH ST U# 23 STONEHAM, MA 02180 | 12-0-A23 LUC: 102 | 43 U-35 POMEWORTH ST 35 PETROSSO ROSEMARY A. 29 LITTLE SHORE DRIVE #1035 MADISON, NH 03849 | 12-0-A35 LUC: 102 |
| 43 U-12 POMEWORTH ST 12 HURLEY LAWRENCE J. GAYLE K. HURLEY 43 POMEWORTH ST U# 12 STONEHAM, MA 02180 | 12-0-A12 LUC: 102 | 43 U-24 POMEWORTH ST 24 QUINN DEBRA LEE 43 POMEWORTH ST U# 24 STONEHAM, MA 02180 | 12-0-A24 LUC: 102 | 43 U-36 POMEWORTH ST 36 RICCARDI JULIE A. 43 POMEWORTH ST U# 36 STONEHAM, MA 02180 | 12-0-A36 LUC: 102 |
| 43 U-14 POMEWORTH ST 14 RICCI BRENDA L. RICCI MICHAEL 43 POMEWORTH ST U# 14 STONEHAM, MA 02180 | 12-0-A14 LUC: 102 | 43 U-25 POMEWORTH ST 25 CANNING FLORENCE 43 POMEWORTH ST U# 25 STONEHAM, MA 02180 | 12-0-A25 LUC: 102 | 43 U-37 POMEWORTH ST 37 BUCCHERI ALFREDA 43 POMEWORTH ST U# 37 STONEHAM, MA 02180 | 12-0-A37 LUC: 102 |
| 43 U-15 POMEWORTH ST 15 SCHLEY WALTER E. SCHLEY ANNE M. 43 POMEWORTH ST U# 15 STONEHAM, MA 02180 | 12-0-A15 LUC: 102 | 43 U-26 POMEWORTH ST 26 CECERE MARK CECERE MICHELE 43 POMEWORTH ST U# 26 STONEHAM, MA 02180 | 12-0-A26 LUC: 102 | 43 U-38 POMEWORTH ST 38 MOORE GISELA 43 POMEWORTH ST U# 38 STONEHAM, MA 02180 | 12-0-A38 LUC: 102 |
| 43 U-16 POMEWORTH ST 16 WEYMOUTH KEVIN J. 43 POMEWORTH ST U# 16 STONEHAM, MA 02180 | 12-0-A16 LUC: 102 | 43 U-27 POMEWORTH ST 27 MESSINA CHRISTOPHER WARREN 43 POMEWORTH ST U# 27 STONEHAM, MA 02180 | 12-0-A27 LUC: 102 | 43 U-41 POMEWORTH ST 41 DALTON ANNA 43 POMEWORTH ST U# 41 STONEHAM, MA 02180 | 12-0-A41 LUC: 102 |
| 43 U-17 POMEWORTH ST 17 SACCO RENEE M. 43 POMEWORTH ST U# 17 STONEHAM, MA 02180 | 12-0-A17 LUC: 102 | 43 U-28 POMEWORTH ST 28 BOND MARY E. 43 POMEWORTH ST U# 28 STONEHAM, MA 02180 | 12-0-A28 LUC: 102 | 43 U-42 POMEWORTH ST 42 MORRISON PATRICIA 43 POMEWORTH ST U# 42 STONEHAM, MA 02180 | 12-0-A42 LUC: 102 |
| 43 U-18 POMEWORTH ST 18 VERACKA KATHLEEN A. GATELY JEROME SR. 43 POMEWORTH ST U# 18 STONEHAM, MA 02180 | 12-0-A18 LUC: 102 | 43 U-31 POMEWORTH ST 31 MURPHY WILLIAM J. 43 POMEWORTH ST U# 31 STONEHAM, MA 02180 | 12-0-A31 LUC: 102 | 43 U-43 POMEWORTH ST 43 FOSKITT WENDY 43 POMEWORTH ST U# 43 STONEHAM, MA 02180 | 12-0-A43 LUC: 102 |
| 43 U-19 POMEWORTH ST 19 CANTERA DUANE J. 43 POMEWORTH ST U# 19 STONEHAM, MA 02180 | 12-0-A19 LUC: 102 | 43 U-32 POMEWORTH ST 32 O'MALLEY ROBERT J. 43 POMEWORTH ST UNIT 32 STONEHAM, MA 02180 | 12-0-A32 LUC: 102 | 43 U-44 POMEWORTH ST 44 KEBADIJIAN EDWARD 43 POMEWORTH STREET #44 STONEHAM, MA 02180 | 12-0-A44 LUC: 102 |

43 U-45 POMEWORTH ST 45 12-0-A45
LUC: 102
DELANEY HAROLD
43 POMEWORTH ST U# 45
STONEHAM, MA 02180

43 U-46 POMEWORTH ST 46 12-0-A46
LUC: 102
HODGDON KELLY A.
43 POMEWORTH ST U# 46
STONEHAM, MA 02180

43 U-47 POMEWORTH ST 47 12-0-A47
LUC: 102
CALLINAN JOHN
256 COMMON STREET
WATERTOWN, MA 02472

43 U-48 POMEWORTH ST 48 12-0-A48
LUC: 102
CORTESE FRANK A.
BEVILAQUA LISA A.
43 POMEWORTH ST U# 48
STONEHAM, MA 02180

45 POMEWORTH ST 12-0-339
LUC: 101
SIANTURI ELIZABETH
45 POMEWORTH ST
STONEHAM, MA 02180

2 SPRING ST 12-0-221
LUC: 101
MULLANE GARY S.
MULLANE JAIME R.
2 SPRING ST
STONEHAM, MA 02180

5 SPRING ST 12-0-220
LUC: 101
KUMAR PARSHANT
VERMA AARTI
5 SPRING ST
STONEHAM, MA 02180

12 WASHINGTON ST 12-0-223
LUC: 101
GREENOUGH SHANNON
12 WASHINGTON ST
STONEHAM, MA 02180

14 WASHINGTON ST 12-0-223A
LUC: 112
SYMES, ALBERT R TR
MONTVALE STONEHAM REALTY TR
50 DODGE STREET
BEVERLY, MA 01915-1711

16 WASHINGTON ST 12-0-224
LUC: 101
MURPHY DOUGLAS R.
MURPHY KARIANN
16 WASHINGTON ST
STONEHAM, MA 02180

18 WASHINGTON ST 12-0-225
LUC: 101
MCALLISTER ANNE
18 WASHINGTON ST
STONEHAM, MA 02180

22 WASHINGTON ST 12-0-226
LUC: 101
FRAWLEY MARION E
NORMAN H FRAWLEY
22 WASHINGTON ST
STONEHAM, MA 02180

24 WASHINGTON ST 12-0-227
LUC: 101
ZIBELL LINDA L
24 WASHINGTON ST
STONEHAM, MA 02180

2-4 WASHINGTON ST 12-0-221A
LUC: 104
FRONTIERO SALVATORE J.
C/O STEPHEN COLUMBUS
9 HIGHROCK ROAD
STONEHAM, MA 02180

8 WASHINGTON ST 12-0-222
LUC: 101
COSTELLO DENNIS J. TR.
COSTELLO FAMILY TRUST
8 WASHINGTON ST
STONEHAM, MA 02180

25 WILLIAM ST 12-0-342
LUC: 934
STONEHAM TOWN OF
OLD CENTRAL SCHOOL
TOWN HALL
STONEHAM, MA 02180



Property Address: 42 Pleasant Street, Stoneham, MA 02180

**DEVELOPMENT AGREEMENT/MITIGATION COVENANT
BY
NORTH SHORE CONSTRUCTION & DEVELOPMENT, INC. AND
STEVEN F. CUTTER AND DANIEL PICARIELLO, TRUSTEES OF THE
FORTY-TWO PLEASANT STREET NOMINEE TRUST
WITH
THE TOWN OF STONEHAM
REGARDING
42 PLEASANT STREET, STONEHAM, MA**

This Development Agreement/Mitigation Covenant (herein referred to as the "Agreement") is made this 12th day of January, 2015 by North Shore Construction & Development, Inc., a Massachusetts Corporation, having its principal office and place of business at 215 Salem Street, Woburn, Massachusetts 01880 ("North Shore") and Steven F. Cutter and Daniel Picariello, Trustees of the Forty-Two Pleasant Street Nominee Trust having its principal office and place of business at 42 Pleasant Street, Stoneham ("42 Pleasant") with the Town of Stoneham, a municipal corporation located in Middlesex County, Massachusetts, with its Town Hall at 35 Central Street, Stoneham, Massachusetts 02180 (the "Town").

WHEREAS, North Shore is proposing to purchase from 42 Pleasant a certain parcel of land, together with the buildings thereon, located at 42 Pleasant Street in Stoneham, Middlesex County, Massachusetts, further described in the deed, which is recorded at the Middlesex South District Registry of Deeds in Book 28271, Page 174 (hereinafter referred to as the "Property");

WHEREAS, North Shore and 42 Pleasant seek to develop twenty-one (21) town house design residential condominium dwelling units on the above property, a description of said property is attached hereto as Appendix A. (Said development hereinafter referred to as the multi-family development ("MFD"));

WHEREAS, the Stoneham Planning Board has proposed Article 2 of the January 12, 2015 Special Town Meeting to amend the Town of Stoneham Zoning By Law Chapter 15 of the Town Code by amending the Zoning Map of the Town of Stoneham to add the property attached hereto as Appendix A to the Residence B District and by amending Section 4.3.3.1(h) to read as follows: Section 4.3.3.1(h): If there is more than one (1) such structure on a lot of record, there shall be at least sixty (60) feet between each structure except for town houses where there shall be at least forty-five (45) feet between each structure. The only exception may be that no more than three (3) buildings

William H. Solomon, Esq.
319 Main Street
Stoneham, MA 02180

may each be interconnected by a covered walkway or breezeway for reasons of convenience and shelter from the elements, if such walkway, in the opinion of the Planning Board and the Board of Selectmen, shall not impair services to the buildings by emergency vehicles or equipment. Such buildings so interconnected shall be deemed as separate and individual buildings for the purposes of administering the Rules and Regulations Governing the Subdivision of Land for the Town of Stoneham. (5-1-95, Art. 11) and, by amending Section 5.2.1 Table One - Dimensional Requirements to add notes as follows: (24) Except for town houses 25% coverage provided however that the lot size is 60,000 square feet or greater and (25) Twenty-five (25') feet for town houses provided however that the lot size is 60,000 square feet or greater.

WHEREAS, North Shore and 42 Pleasant supports the proposed amendment of the Zoning Bylaws pursuant to Article 2;

WHEREAS, the amendment of the Zoning Bylaws pursuant to Article 2 will have financial benefits and costs to the Town, and whereas the parties seek to mitigate some of said financial costs.

NOW, THEREFORE, in the event that Article 2 of the Special Town Meeting is acted on favorably by said Town Meeting so that it allows for the development of twenty-one (21) Resident Dwelling Units on the Property (42 Pleasant Street, Stoneham), , North Shore and 42 Pleasant and the Town hereby agree to the following terms, conditions and requirements in consideration of mutual consideration hereby acknowledged:

1. Should North Shore or 42 Pleasant, their successors in title or interest and/or assigns, construct the MFD it shall be limited to the development for such MFD project of a maximum of twenty-one (21) town house design residential condominium dwelling units ("Residential Dwelling Units"). There shall be no phased development or further dwelling units applied for or otherwise granted a permit or approval therefore after building permits have been issued for the development provided for herein. At no time shall the following be sought, applied for or otherwise granted: (i) a comprehensive permit pursuant to M.G.L. c. 40B, secs. 20 – 23; and/or (ii) any personal wireless service facility, including, but not limited to, a cellular facility, tower or antenna, or any other telecommunication facility or related facility.
2. The Residential Dwelling Units to be built shall be designed and used as two bedroom units only. There shall be no units with three (3) or more bedrooms. No den or other room not designated as a bedroom in compliance herewith shall be used as a bedroom. All dens in any dwelling unit shall be without windows and closets. In the event of the sale of the property and/or buildings, the deed shall include the prohibition on the use of any den, or any other non-bedroom room as a bedroom by any occupant or resident of the unit. Finished basements and/or attics may be used as recreational rooms, but may not be used as bedrooms, and may have windows.

3. All Residential Dwelling Units shall be for ownership purposes and each Residential Dwelling Unit shall be separately owned from the other such dwelling units. Condominium or cooperative ownership shall be allowed.
4. There shall be no subdivision or any other division of the property, including by means of the approval not required process.
5. Storm Drainage – Should North Shore or 42 Pleasant construct the MFD on the property they shall comply with all applicable federal, state and local laws, bylaws and regulations regarding storm water, storm water management and drainage. Post-construction runoff cannot exceed pre-construction runoff.
6. Internal Roadways, Utility Drainage Systems, Wastewater Collection and Systems – Should North Shore construct the MFD, the internal roadways, utility drainage systems, wastewater collection and systems, and all other infrastructure shall remain private, and the Town of Stoneham shall not have, now or ever, any legal responsibility for the operation, maintenance, repair or replacement of the infrastructure, nor for any snow removal or trash collection. It is understood and agreed that no internal road shall or may become a public way, unless otherwise agreed to by the Town Administrator, the Planning Board and the Board of Selectmen, and further authorized by the town meeting.
7. Public Safety – Should North Shore or 42 Pleasant construct the MFD on the property, they agree to reasonably cooperate with the Chief of Police in addressing public safety issues and the mitigation thereof.
8. Internal Roads – Should North Shore or 42 Pleasant construct the MFD on the property, appropriate driveways, sidewalks and curbing, sufficient for the safe separation of pedestrians from moving vehicles, shall be provided throughout the site to allow for safe vehicular and pedestrian access within the Site and between any proposed buildings.
9. Fire Protection – Should North Shore or 42 Pleasant construct the MFD on the property, fire protection methods and systems shall meet all State Fire Code requirements and be approved by the Stoneham Fire Chief or his designee.
10. Utilities – Should North Shore or 42 Pleasant construct the MFD on the property, all utilities, including, but not limited to, electric, gas, cable and telephone, shall be located underground. A final “as-built” utility plan shall be submitted to the Director of Public Works.
11. Hours of Operation/Safety/Cleanup/Repair of Damage/Blasting/Etc. – Should North Shore or 42 Pleasant construct the MFD, North Shore or 42 Pleasant shall also:
 - (a) Comply with the following hours of operation for any construction activities “on-site”, unless otherwise authorized by the Planning Board and Board of

Selectmen or his/her designee: Monday – Friday between 7:00 a.m. and 7:00 p.m.; Saturday between 8:00 a.m. and 5:00 p.m. No work shall be allowed on-site on Sunday or holidays recognized by the Commonwealth of Massachusetts, unless otherwise authorized by the Town Administrator or his/her designee and in compliance with applicable law and regulations. The restrictions herein shall not apply to work within the buildings so long as it does not cause a nuisance as determined by the Building Inspector and is in compliance with applicable law and regulations. These limits shall not apply in the event any public agency requires emergency work to remediate or mitigate a hazardous situation.

(b) Take the necessary steps needed to insure that:

- (i) No vehicle associated with the construction of the project shall remain standing or idling on an adjacent way prior to the designated construction hours. The idling of vehicles shall at all times comply with applicable state law and regulations;
- (ii) A six foot (6') temporary construction fence shall be erected and maintained around the entire site prior to the commencement of construction activities, unless otherwise authorized by the Building Inspector;
- (iii) Cleanup of construction debris, including soil caused by site construction activity, on adjacent public roads and within one hundred (100) yards from the site, is performed as needed;
- (iv) Monitor damage to public and private ways and property from the construction, and repair any damage to infrastructure and public or private property caused by construction activities.

(c) Require, in the event of blasting, that the blasting operator provide seven (7) days advanced notice of the commencement of blasting operations by certified mail to those property owners entitled to a pre-blasting inspection pursuant to 527 CMR 1.00 et. seq. Copies of said mailing shall be furnished to the Stoneham Fire Department. Copies of the blasting monitoring reports, noting any vibrations in excess of that allowed by regulations, shall be mailed to the above-referenced property owners and the Stoneham Fire Department at and/or before the termination of blasting operations. The Blasting Operator shall provide notice to the Stoneham Fire Department of any reported damage to real property. Nothing herein shall relieve a blasting operator of also complying with applicable federal, state and local law, bylaws and regulations, and the lawful requirements imposed by the Stoneham Fire Department.

(d) Comply with all applicable federal, state and local laws, bylaws and regulations regarding private property during the course of construction, and promptly repair and/or replace, as appropriate, all private property, real or personal, damaged or destroyed as a result of said construction.

12. North Shore and 42 Pleasant agree and shall be bound to provide the below referenced roadway, roadway related and driveway work and improvements and also agree to provide the below referenced payments, in the manner described below, to the Town for use by the Town for public safety, public works, and/or capital expenses and expenditures incurred or anticipated to be incurred as a result of the subject amendment to the Zoning Bylaws pursuant to Article 2 of the Special Town Meeting:

(a) North Shore or 42 Pleasant shall pay the Town of Stoneham the sum of Twenty Thousand Dollars (\$20,000) should North Shore or 42 Pleasant proceed with the MFD upon obtaining a building permit from the Town of Stoneham to construct the first of the twenty-one (21) condominium units at the property. The Town will use said sum to construct or reconstruct the sidewalk and grass strip and curbing on the west side of William Street in Stoneham, Massachusetts. Any such funds that may remain after said expenditure(s) by the Town may be used by the Town for any other public safety, public works, and/or capital expenses and expenditures incurred or anticipated to be incurred as a result of the subject amendment to the Zoning Bylaws pursuant to Article 2 of the Special Town Meeting;

In the event that the MFD is approved by the Town of Stoneham for a total of less than the requested twenty-one (21) condominium units, then North Shore or 42 Pleasant Street and the Town will negotiate in good faith toward a mutually agreeable reduction in payments to the Town. (See also Section 12(b) below.)

In the event that North Shore or 42 Pleasant do not proceed ahead with the MFD for a reason(s) of their own volition, rather than as a result of an action by the Town as described in Section 12(b) below, said Twenty Thousand Dollar (\$20,000) payment shall be still be made to the Town. For purposes of this provision, the phrase "does not proceed ahead" shall include the failure of North Shore or 42 Pleasant to: (i) apply for all necessary permits and approvals from the Planning Board, Board of Selectmen, Board of Appeals and if needed from the Conservation Commission, within nine (9) months of the earlier of the date of approval by the Attorney General of the Commonwealth of Massachusetts of Article 2 or the expiration of the 90-day period of time for the Attorney General to approve said zoning bylaw; or (ii) alternatively if North Shore or 42 Pleasant do not apply for a building permit within twelve (12) months of obtaining all Town permits and/or approval needed to apply for and be granted a building permit, unless so prevented by the Town as described in Section 12(b) below (and referenced in this Section

above) or by an appeal of a necessary prerequisite for such application(s). No such payment to the Town shall release North Shore or 42 Pleasant from its other obligations under this Agreement, except as otherwise specifically provided in this Agreement.

The Town of Stoneham Planning Board, as part of the process to study the proposed rezoning of the property to Residence B District engaged Fay, Spofford and Thorndike, LLC to perform a Traffic Impact Study. The study area was the proposed site driveway for the property and the intersection of Spring Street and Pleasant Street. As a result of the study Fay, Spofford and Thorndike proposed that the Town consider a "T"ing alignment of the intersection at Spring Street and Pleasant Street to reduce existing intersection confusion and address existing and future morning peak hour intersection operations and enhance use of the crosswalk. Therefore, at the request of the Town, it is understood and agreed by North Shore and 42 Pleasant that within that sixty (60) days of North Shore or 42 Pleasant obtaining a building permit from the Town of Stoneham to construct the first of the condominium units at the property then North Shore or 42 Pleasant shall begin the work on the construction of the improvements at the intersection of Spring Street and Pleasant Street shown on Figure 9 of the above referred to study and as further described herein. All sidewalks shall be constructed of concrete with granite curbing and all portions of the public way(s), including sidewalks shall meet all federal state and Town legal requirements. The new sidewalk and bump-out landscaped area adjacent to the Lake Industries property (41 Pleasant Street) shall allow for vehicles accessing such property, including commercial vehicles, to enter and egress the property directly from Pleasant Street. North Shore or 42 Pleasant agrees to complete said improvements prior to obtaining an occupancy permit for any of the units on the Property. Further, North Shore agrees that if the Property is re-zoned to Residence B, then during the Special Permit process, North Shore shall engage and pay all costs for an engineering firm to design the work shown on the above referred to Figure 9. As part of the design process, North Shore or 42 Pleasant agrees to provide paved driveway access to the residential property at 43 Pleasant Street designed and constructed in a reasonable manner and quality. Said access is to be constructed by North Shore or 42 Pleasant as part of the above-described "T"ing alignment of the intersection at Spring Street and Pleasant Street. Said access shall be completed to the satisfaction of the Town Engineer of the Town of Stoneham. The "T"ing alignment referred to above will result in the removal of an existing traffic island at the intersection of Spring Street and Pleasant Street. North Shore or 42 Pleasant shall replant or replace the shrubs presently on said island in the area shown on the above referred to Figure 9 as landscaped area together with additional shrubs. North Shore or 42 Pleasant, or upon the sale of the Property, their successor or assigns, shall thereafter reasonably maintain the new landscaped area. The relocation of any telephone and/or utility pole(s) ("pole(s)"), including the current pole in the center of Pleasant Street, necessary for the "T"ing alignment (and the pole adjacent to

the Lake Industries property, if deemed necessary or warranted in the design by the engineering firm study (referenced above) and in the reasonable determination of the Town the pole negatively impacts Lake Industries' access from or to Pleasant Street), shall be accomplished as follows: the Town will be responsible for contacting the owner of the pole (thought to be NStar) for relocating said pole or poles and North Shore or 42 Pleasant shall be responsible for the full cost, if any, required for the cost of relocating said pole or poles. The Town shall use its best effort to try to have the pole(s) relocated by the owner of the pole(s) at no cost, but the Town does not and cannot insure such result.

Additionally:

- (i) The above-referenced payments do not include water and sewer connection fees to the Town or any other fees customarily imposed by or pursuant to applicable laws or Town By-Laws or regulations or standard policies, including, any betterment fees or charges that may be imposed by the Town under applicable law, bylaw or regulation. Nor shall the above-referenced payment include any amount or payment made to the Town by North Shore or 42 Pleasant, their predecessors and/or successors in interest, including, but not limited to any payment(s) pursuant to any other agreement with the Town so long as said agreements are necessary to obtain a building permit for the premises referenced herein; and
 - (ii) No building permit may be issued for the MFD by the Building Inspector without the payments to the Town required in this Agreement. No occupancy permit may be issued for the MFD by the Building Inspector until the Spring and Pleasant Street construction as required in this Agreement is completed to the satisfaction of the Town Engineer of the Town of Stoneham. However, in the event that North Shore or 42 Pleasant is prevented from performing said Spring and Pleasant Street construction by an appeal or other legal action, the purpose of which is to prevent said construction, then North Shore or 42 Pleasant shall pay the Town the sum determined as a result of the Town and North Shore or 42 Pleasant mutually agreeing upon three (3) contractors to provide quotes for said work with the lowest of the three (3) quotes being the amount paid to the Town by North Shore or 42 Pleasant in fulfillment of North Shore or 42 Pleasant's obligation to construct the improvements at Spring and Pleasant Street. No unit may be occupied without the issuance of an occupancy permit by the Building Inspector.
- (b) In the event that there is a change to any provisions of the Town Zoning By-laws applicable to the Property and the proposed MFD subsequent to the zoning amendment vote by the Special Town Meeting of January 12, 2015 pursuant to Article 2 which: (i) prevents or substantially changes the proposed MFD; or (ii) there is an appeal of said zoning amendment by a third party; or (iii) should the MFD not be approved or is otherwise approved in a manner

substantially different from as presented to date by any necessary or required Town Board or Commission, then North Shore and/or 42 Pleasant may unilaterally in its sole discretion terminate this Agreement, however in any such instance or case, neither North Shore nor 42 Pleasant may proceed ahead with the MFD or any other multi-family development at the Property absent a written agreement allowing multi-family development specifically entered into by the Board of Selectmen and the Town Administrator with North Shore and/or 42 Pleasant.

13. North Shore and/or 42 Pleasant agree to pay to the Town, at all times prior to the completion of the MFD, real estate taxes for the property as provided under applicable law, provided that said parties also agree that if the assessed value of the subject property for any fiscal year after the execution of this Agreement is lower than the assessed value for the fiscal year ending on June 30, 2015 (the "Tax Base Year"), the respective owner(s) of the subject property shall make a payment to the Town for such fiscal year in lieu of real estate taxes otherwise payable. Such payments shall be made quarterly (as real estate tax payments are ordinarily due and payable), and such payment shall be equal to the amount that would have been due if the assessed value of the Property for the year in question were equal to the assessed value for the Tax Base Year, computed at the applicable tax rate in effect for the particular year in question.
14. Prior to the issuance of any building permit or the commencement of construction, for the MFD, North Shore and/or 42 Pleasant shall provide to the Director of Public Works or his/her designee, security in such form and such amount, reasonably deemed adequate by the Director, to secure the requirements of this Agreement and installation of roadways drainage and other common facilities (e.g. water and sewer). The sum of any such security held hereunder shall bear a direct and reasonable relationship to the expected cost, excluding the effects of inflation, necessary to complete the subject work. Such amount or amounts shall from time to time be reduced by the Director upon written request, duly supported, so that the amount secured continues to reflect the actual expected cost of work remaining to be completed. No such security shall be required pursuant to this Agreement, if in the reasonable discretion of the Director of Public Works, adequate security is otherwise already provided to the Town for said infrastructure requirements pursuant to an approval process.
15. Neither North Shore or 42 Pleasant may bring any action for damages against the Town; nor bring an action for reimbursement of past mitigation payments made to the Town pursuant to this Agreement; however North Shore or 42 Pleasant may: (i) bring a legal action against the Town to otherwise require compliance with the terms of this Agreement, or (ii) bring an appeal or legal action regarding the proposed development, including with respect to the issuance (or lack thereof) of a permit, which appeal and/or legal action is not based upon this Agreement, including, without limitation, the right to appeal the decision(s) of the Building

Inspector in connection with zoning enforcement actions relating to development on the subject property.

The Town, by and through its Board of Selectmen or Town Administrator, may bring an action at law for damages (other than consequential and punitive damages) or an action for specific performance, including injunctive and equitable relief, for the failure of North Shore and/or 42 Pleasant to comply with a requirement(s) of this Agreement. Nothing herein shall limit or prohibit the Town from bringing a legal action regarding the proposed development which is not based upon this Agreement.

16. Except as otherwise expressly set forth in this Agreement, the terms and conditions hereof shall be perpetual. In the event that any additional act is required to ensure that the obligations of North Shore and 42 Pleasant and the rights of the Town hereunder are perfected and continuing, then the parties agree to extend this Agreement for further periods of not more than twenty (20) years at a time in accordance with M.G.L Ch.184, Section 27 and/or such other law as may be applicable. In the event that any owner of the subject property fails to execute, acknowledge and/or deliver to the Town any document or instrument as the Town Counsel may determine is needed by the Town to so extend this Agreement, then said owner(s) is/are hereby deemed to have designated the Town Administrator of the Town of Stoneham as their attorney-in-fact to execute, acknowledge and deliver the same, such appointment to be coupled with an interest.
17. This Agreement shall run with the land, and shall be binding on any and all successors in title and/or assigns of North Shore and 42 Pleasant. It shall be recorded at the Middlesex South District Registry of Deeds by the Town, at the expense of North Shore and 42 Pleasant, and shall be marginally referenced to all relevant deeds, including the deed recorded in Book 28271, Page 174. North Shore and 42 Pleasant shall notify the Town, in writing, no less than thirty (30) days after the transfer of all or a portion of the property prior to the completion of the MFD or payment of the final payment due hereunder. Said written notice shall be provided to both the Board of Selectmen and Town Administrator. North Shore or 42 Pleasant shall incorporate by reference in the deed and/or other instrument for any sale or other transfer or assignment of the property on which the housing development is located, this Agreement and the obligations contained herein. (See Paragraph 4 of this Agreement for restrictions and limitations on subdivision and other division of land.)
18. Nothing herein shall constitute or be deemed to constitute an agreement by the Town, including its Planning Board, Board of Appeals, Board of Selectmen, Conservation Commission and/or Building Inspector, to grant any permit or approval, nor limit the right of any such Board or the Building Inspector to impose any condition(s), requirement(s), restriction(s) or other limitation(s) on any such permit or approval.

19. North Shore and 42 Pleasant, agree that the MFD shall comply with all applicable federal, state and town laws, bylaws and regulations. Nothing in this Agreement shall limit the right of the Town to impose on North Shore and 42 Pleasant that the MFD on the property adhere to all applicable laws, bylaws and regulations, including betterment requirements, assessments and costs. Nothing in this Agreement shall limit the discretion of the Town to limit, condition or otherwise impose requirements or conditions on the development or use of the Property or any structure thereon, pursuant to any variance or special permit or site plan approval or any zoning, land use, law or regulation or other approval or permitting processes.
20. The Town has entered into this Agreement in order to further and help protect the public interest and the interests of the Town of Stoneham. The parties hereto do not intend for any third party to be specifically benefited by this Agreement, even though other parties may be benefited. This Agreement shall only be enforceable by the parties hereto and their successors in title and assigns.
21. Jurisdiction and venue over any dispute or legal action arising from this Agreement shall be as follows: any and all disputes or legal actions shall be brought in the Middlesex Superior Court in Woburn (or its successor location) to the extent that subject matter jurisdiction allows. If there is no subject matter jurisdiction in the Superior Court, the legal action shall be brought at the Woburn District Court. The parties by this Agreement subject themselves to the personal jurisdiction of said courts for the entry of judgment and for the resolution of any dispute, action, or suit. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by, construed under and enforced in accordance with the laws of the Commonwealth of Massachusetts, including with respect to conflicts of laws principles.
22. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver of any other covenant, condition or promise contained herein. The waiver by either party of the time for performing any act shall not constitute a waiver of the time for performing any other act or any incidental act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of or an estoppel against the later exercise of such remedy or right.
23. Notices. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given: (a) upon receipt when hand delivered; (b) upon receipt when delivered by facsimile transmission; or (c) one (1) business day after pickup by Federal Express, or another similar nationally recognized overnight express service, in either case addressed to the parties at their respective addresses set forth below:

If to North Shore Construction & Development, Inc:

If to Forty-two Pleasant Street Nominee Trust

Ronald A. Lopez, President
215 Salem Street
Woburn, MA 01880

Steven Cutter and Daniel Picariello,
Trustees
42 Pleasant Street
Stoneham, MA 02180

If to Stoneham:

With a copy to:

Mr. David Ragucci
Town Administrator
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

Board of Selectmen
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this section to the other party.

24. Each of the parties hereto represents and warrants to the other that: (a) all actions, votes and consents have been taken or obtained thereby so as to enable it to validly execute, deliver and perform its obligations under this Agreement; (b) this Agreement has been duly executed and delivered by an authorized representative of such party; and (c) this Agreement constitutes a valid and legally binding obligation enforceable against such party in accordance with its terms.
25. This Agreement is a permanent and binding accord and resolution of the parties' rights and obligations with respect to all matters addressed herein. It is binding upon and inures to the benefit of each of the parties and their successors, transferees, assignees, officials, employees, agents, attorneys and representatives to the fullest extent permitted by law.
26. It is the intent of the parties hereto that this Agreement shall be recorded at the Middlesex South District Registry of Deeds by the Town at the expense of North Shore or 42 Pleasant.
27. All the rights, benefits, obligations and requirements applicable to 42 Pleasant shall terminate upon the recording of a deed of the property from 42 Pleasant to North Shore and this Agreement shall be of no further benefit to 42 Pleasant nor shall 42 Pleasant have any further obligations in regard to this Agreement. Prior to any such recording of said deed from 42 Pleasant to North Shore, any reference in this Agreement to an obligation of "North Shore or 42 Pleasant" is intended to mean the then current owner of the Property, however, both North Shore and 42 Pleasant shall be jointly and severally liable to the Town for any such obligations

incurred during such time period. North Shore and 42 Pleasant hereby agree that: (1) following the conveyance of the Property, North Shore will indemnify and hold 42 Pleasant harmless from liability under this Agreement; and (2) prior to the conveyance of this Property, 42 Pleasant will indemnify and hold North Shore harmless from liability under this Agreement, provided North Shore is not in breach of the terms of the Purchase and Sale Agreement for the conveyance of this Property between 42 Pleasant and North Shore. This indemnification provision between the private parties shall not affect or diminish the obligation of those parties to the Town pursuant to this Agreement.

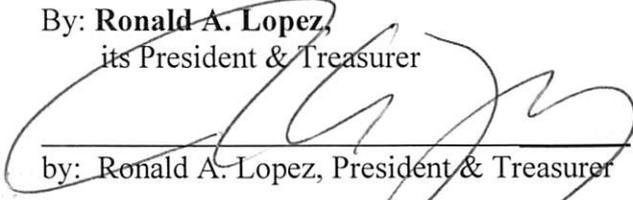
This Agreement may be signed in any number of counterparts, and each thereof shall be deemed to be an original, and all of such counterparts are one and the same Agreement.

[Signature Pages Follow]

EXECUTED as a sealed instrument, covenant and agreement as of this 12th day of January, 2015.

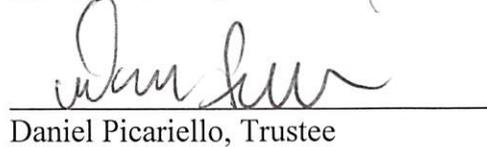
NORTH SHORE CONSTRUCTION & DEVELOPMENT, INC.

By: **Ronald A. Lopez,**
its President & Treasurer

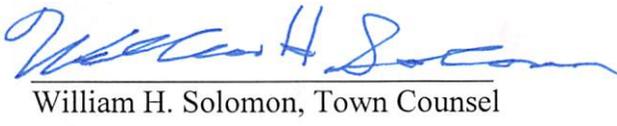

by: Ronald A. Lopez, President & Treasurer

Forty-Two Pleasant Street Nominee Trust


Steven F. Cutter, Trustee

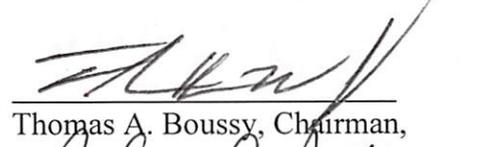

Daniel Picariello, Trustee

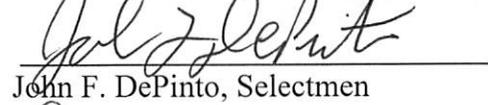
Approved as to legal form:


William H. Solomon, Town Counsel

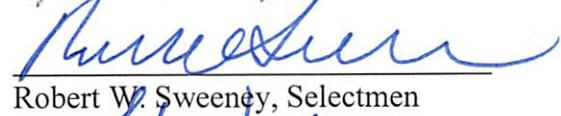
TOWN OF STONEHAM

By its Board of Selectmen


Thomas A. Boussy, Chairman,

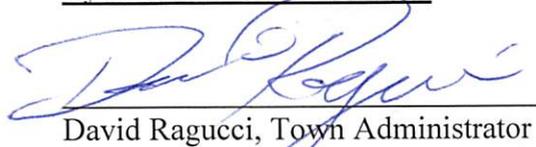

John F. DePinto, Selectmen


Ann Marie O'Neill, Selectman

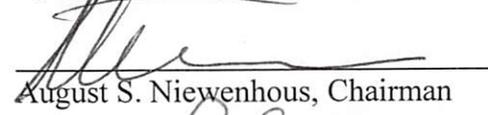

Robert W. Sweeney, Selectmen

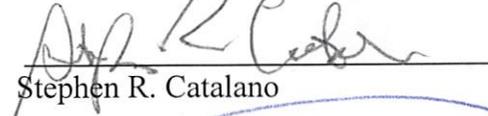

Frank A. Vallarelli, Selectmen

By its Town Administrator

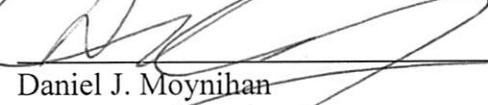

David Ragucci, Town Administrator

By its Planning Board


August S. Niewenhous, Chairman


Stephen R. Catalano


Kevin M. Dolan

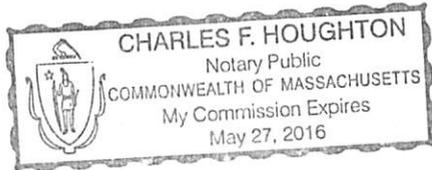

Daniel J. Moynihan


Thomas J. O'Grady

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 12th day of January, 2014, before me, the undersigned notary public, personally appeared Ronald A. Lopez, President and Treasurer, of North Shore Construction & Development, Inc, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose.



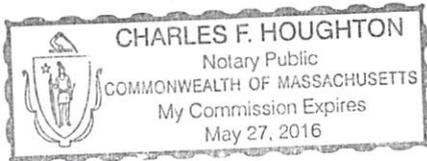
(official seal)

Notary Public CHARLES F. HOUGHTON
My Commission Expires: MAY 27, 2016

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 12th day of January, 2014, before me, the undersigned notary public, personally appeared Steven F. Cutter, Trustee and Daniel Picariello, Trustee, Forty-Two Pleasant Street Nominee Trust who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document(s), and acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as Trustees of the Forty-two Pleasant Street Nominee Trust.



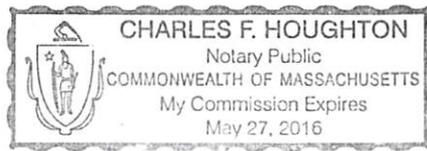
(official seal)

Notary Public CHARLES F. HOUGHTON
My Commission Expires: MAY 27, 2016

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 12th day of January, 2014, before me, the undersigned notary public, personally appeared Thomas Boussey, Chairman of the Board of Selectmen, Town of Stoneham, John F. DePinto, Robert W. Sweeney, Frank Vallarelli and Ann Marie O'Neill, all members of the Board of Selectmen, and David Ragucci, Town Administrator, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document(s), and acknowledged to me that they signed it voluntarily for its stated purpose.



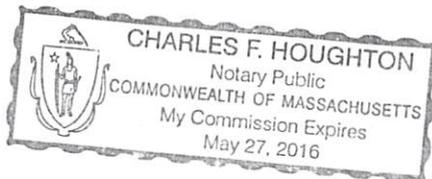
(official seal)

Notary Public CHARLES F. HOUGHTON
My Commission Expires: MAY 27, 2016

COMMONWEALTH OF MASSACHUSETTS

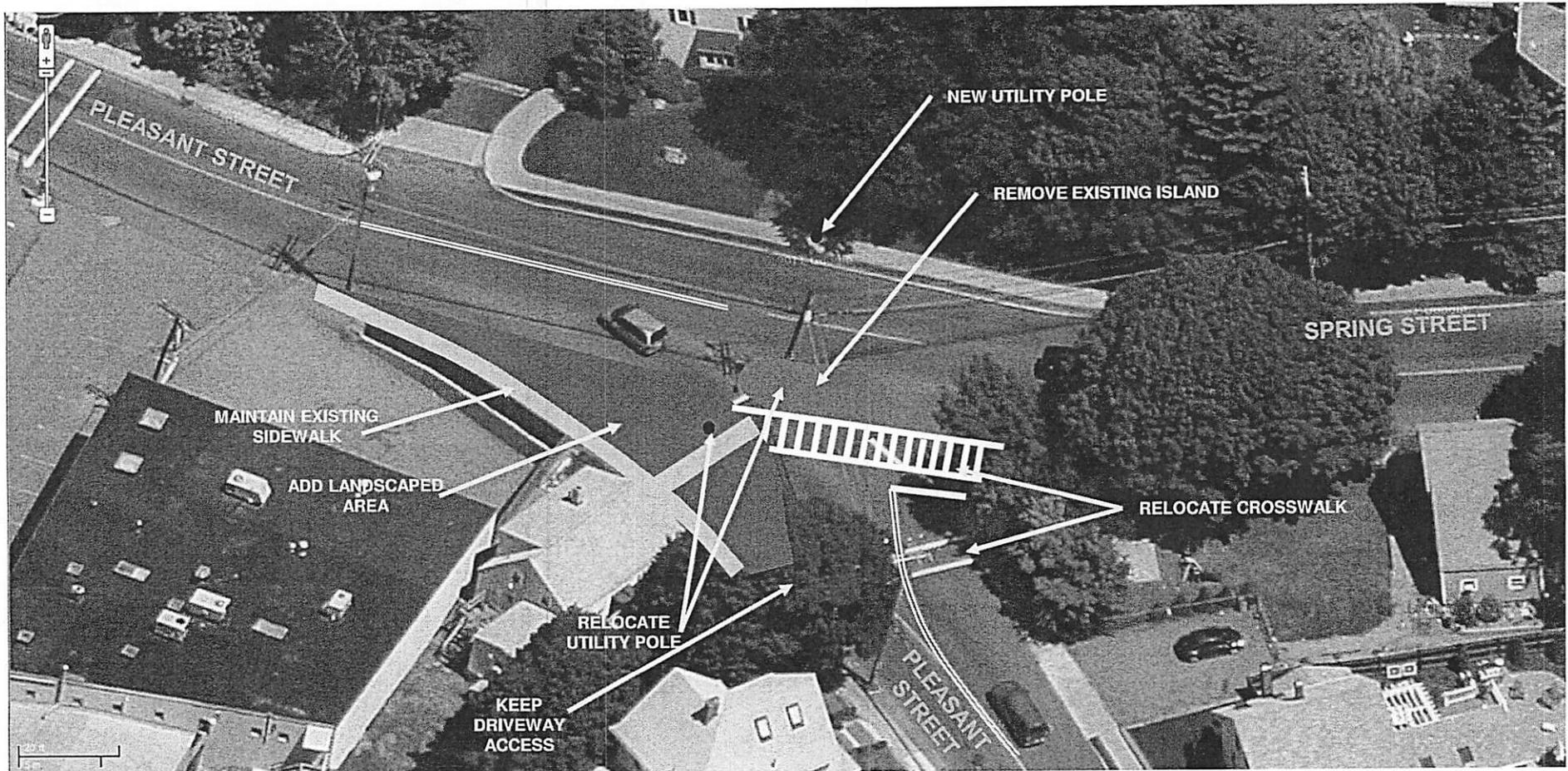
MIDDLESEX, SS.

On this 12th day of January, 2014, before me, the undersigned notary public, personally appeared August S. Niewenhaus, Chairman of the Planning Board, Town of Stoneham, Stephen R. Catalano, Kevin M. Dolan, Daniel J. Moynihan, and Thomas J. O'Grady, all members of the Planning Board, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document(s), and acknowledged to me that they signed it voluntarily for its stated purpose.



(official seal)

Notary Public CHARLES F. HOUGHTON
My Commission Expires: MAY 27, 2016



Source: Google Maps



Schematic Diagram:
Not to Scale

Fay, Spofford & Thorndike, LLC
Engineers • Planners • Scientists

Figure 9 Potential Improvements Pleasant Street/ Spring Street

42 Pleasant Street
Town of Stoneham, Massachusetts



Signalized Intersection



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|----------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input checked="" type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) §15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396**

2015 SEP 29 A 8:23
 TOWN OF STONEHAM
 BOARD OF SELECTMEN

**Town of Stoneham
Liquor Licensing Authority
Minutes of Meeting of
September 9, 2015**

Chairman Boussy called the meeting to order at 8:20 p.m.

Members present

Caroline Colarusso
John F. DePinto
Ann Marie O'Neill
Frank Vallarelli

Approve Transfer of License and Change of Manager for Guru Kirpa, Inc., dba Taj Indian Bistro and Lounge/58 Montvale Avenue (Time 78:21-82:30 on Stoneham TV on Demand)

Selectman DePinto moved for approval of the Transfer of License and Change of Manager for Guru Kirpa, Inc., dba Taj Indian Bistro and Lounge, 58 Montvale Avenue, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Hearing to Revoke Full Liquor License from Aldo's/125 Main Street (Time 82:37-93:40 on Stoneham TV on Demand)

Attorney Solomon explained this is an administrative hearing on a cancellation of a license where rights are involved it is not a public hearing. Mark Livesey with Symes Associates they own and manage 125 Main Street in Stoneham. S & A Ventures was the previous tenant there unfortunately they didn't make it. Mr. Livesey states they went to Woburn District Court and gained possession since early February. He states there is an existing liquor license that was renewed in 2015. They have an interested party in renting that space but the issue is there is a license attached to that location and they will need to apply for a license so in order to do that they need the Board to revoke the current license. There was a discussion on the how to proceed. Selectman DePinto made a motion to cancel the license based on the evidence presented and the cancellation will be in effect in 45 days absent a submission of a transfer application unless you operate or transfer this license, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Approve Transfer of Stock for Jagat Enterprise, Inc., dba Rang Indian Bistro Paramjit Singh to Pardeep S. Banga (Time 93:41-95:44 on Stoneham TV on Demand)

Selectman DePinto moved for approval of the Transfer of Stock for Jagat Enterprise, Inc., dba Rang Indian Bistro from Paramjit Singh to Pardeep S. Banga, seconded by Selectwoman O'Neill. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Approve Change of Officers and Directors for Jagat Enterprise, Inc., dba Rang Indian Bistro (Time on 95:46-96:05 Stoneham TV on Demand)

Selectman DePinto moved for approval of the Change of Officers and Directors for Jagat Enterprise, Inc., dba Rang Indian Bistro, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Approve Change of Manager for Jagat Enterprise, Inc., dba Rang Indian Bistro from Paramjit Singh to Hardeep P. Kaur (Time 96:07-96:28 on Stoneham TV on Demand)

Selectman DePinto moved for approval for Change of Manager for Jagat Enterprise, Inc., dba Rang Indian Bistro from Paramjit Singh to Hardeep P. Kaur, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Approve Request for Special Liquor License at Hago Harrington's Miniature Golf/Guy Strazzere/Principle/Dana Farber Mini Golf Fundraiser on September 19, 2015 (Time 96:50-97:49 on Stoneham TV on Demand)

Guy Strazzere was present to give the details of his event. Selectman DePinto moved for approval of a One Day Special Liquor License for Hago Harrington's, Guy Strazzere, Principle for the event on September 19, 2015, seconded by Selectwoman O'Neill. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Approve Request for Special Liquor License at Hago Harrington's Miniature Golf/Guy Strazzere/Principle/Stoneham Rotary Mini Golf Fundraiser on September 26, 2015 (Time 97:48-98:19 on Stoneham TV on Demand)

Guy Strazzere was present to give the details of his event. Selectman DePinto moved for approval of a One Day Special Liquor License for Hago Harrington's, Guy Strazzere, Principle for the event on September 26, 2015, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Approve LLA Minutes (Time 98:30-99:00 on Stoneham TV on Demand)

Selectman Vallarelli moved approval of the 8/18/15 LLA minutes, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman Vallarelli
Chairman Boussy

September 8, 2015 (3)

Abstaining:

Selectman DePinto
Selectwoman O'Neill

Motion passed (3-2-0).

Selectman DePinto moved to go back to the Board of Selectman, seconded by Selectwoman O'Neill. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Meeting adjourned at 8:40 p.m.

Respectfully submitted,
Erin Sinclair

**WARRANT FOR SPECIAL TOWN MEETING
THURSDAY, OCTOBER 22, 2015**

To either of the Constables of the Town of Stoneham in the County of Middlesex, Greeting:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the inhabitants of the Town of Stoneham qualified to vote in elections and Town affairs to meet in the **Town Hall, 35 Central Street**, on

Thursday, October 22, 2015

at 7:00 o'clock in the evening to act upon the following articles of this Warrant:

Article 1. To see is the Town will vote to petition the Massachusetts General Court (State Legislative) to amend Chapter 26 of the acts of 1981 by inserting in place thereof the following section:

Sec. 20. Precinct Representation

After the passage of this act, the registered voters of the town of Stoneham in each precinct shall, in accordance with any applicable laws, by-laws and votes of the town, elect at the first annual town election and continue to elect by ballot one (1) member from their precinct to serve as a member of the Board of Selectmen, School Committee, Planning Board, Library Trustees, Housing Authority, Finance and Advisory Board, Water Sewer Review Board and Open Space and Recreation Advisory Committee and Capital Improvement Advisory Committee.

Any person seeking office shall have lived in the precinct where office is sought for a minimum of six (6) months prior to town election and shall be subject to recall by registered voters of his precinct.

**Raymie Parker
42 Bonad Road**

Article 2. To see is the Town will vote to petition the Massachusetts General Court (State Legislative) to amend Chapter 26 of the acts of 1981 by striking out section 14, as appearing in section 4 of chapter 296 of the acts of 1994, and inserting in place thereof the following section:

Sec. 14. Election of Officers by voters.

After the passage of this act, the registered voters of the town of Stoneham shall, in accordance with any applicable laws, by-laws and votes of the town continue to elect the following officers for the following terms:

| Office | Term | Members |
|-----------------------|--------|---------|
| a. Moderator | 2 yrs. | 1 |
| b. Board of Selectmen | 3 yrs. | 7 |

| | | | |
|----|-------------------------------------------------------------------|--------|---|
| c. | School Committee | 3 yrs. | 7 |
| d. | Planning Board | 5 yrs. | 7 |
| e. | Board of Health | 3 yrs. | 3 |
| f. | Board of Assessors | 3 yrs. | 3 |
| g. | Library Trustees | 3 yrs. | 7 |
| h. | Representative to northeast metropolitan regional vocation school | 4 yrs. | 1 |
| i. | Housing Authority | 5 yrs. | 7 |
| j. | Constables | 3 yrs. | 3 |
| k. | Town Clerk | 3 yrs. | 1 |
| l. | Finance and Advisory Board | 3 yrs. | 7 |
| m. | Water Sewer Review Board | 3 yrs. | 7 |
| n. | Capital Improvement Advisory Committee | 3 yrs. | 7 |
| o. | Open Space and Recreation Advisory Committee | 3 yrs. | 7 |

The powers, duties and responsibilities of elected officials shall be as now or hereafter provided by applicable provisions of general and special laws, by-laws and votes of the town, except as otherwise expressly provided herein.

Such officers shall be available to the administrator for consultation, conference and discussion on matters relating to their respective offices.

Matt Kilty
6 Rowe Street

Article 3. To see if the Town will vote to amend the Stoneham Town Code, by striking out Chapter 2, Section 2-37.2, Section 2-37.3, Section 2-38 and inserting in place thereof the following section as follows:

Sec. 2-37.2. Open Space and Recreation Advisory Committee; establishment and duties.

(a) *Selection and term of members:* The Open Space and Recreation Advisory Committee shall, after acceptance of this section, consist of all current members of the Open Space and Recreation Advisory Committee, who will, if they so desire, shall serve until the next annual town election regardless of the remaining length of their current elected or appointed term.

After the passage of this section, the registered voters of the town of Stoneham shall, in accordance with any applicable laws, by-laws and votes of the town continue to elect members in accordance with the applicable provisions of Chapter 26 of the Acts and Resolves of 1981 and any subsequent amendment thereto.

(b) *Organizational meeting:* The Committee shall meet for organization purposes not later than thirty (30) days following the annual Town meeting or Town election, whichever occurs first, to elect its officers for a term of 1 year.

(c) *Duties:* The Committee duties shall include: providing advice and recommendations to the appropriate Town officials, both elected and appointed, regarding the open space and recreation needs of the Town including but not limited to the Golf Courses, Arena, all existing and future playgrounds and recreation areas, preparing and updating the Open Space and Recreation Plan, an developing recreational programs and activities for residents of the town.

Sec. 2-37.3. Capital Improvement Advisory Committee.

(a) *Selection and term of members:* The Capital Improvement Advisory Committee shall, after acceptance this section, consist of all current members of the Capital Advisory Committee, who will, if they so desire, shall serve until the next annual town election regardless of the remaining length of their current elected or appointed term.

After the passage of this section, the registered voters of the town of Stoneham shall, in accordance with any applicable laws, by-laws and votes of the town continue to elect members in accordance with the applicable provisions of Chapter 26 of the Acts and Resolves of 1981 and any subsequent amendment thereto.

(b) *Organizational meeting:* The Committee shall meet for organization purposes not later than thirty (30) days following the annual Town meeting or Town election, whichever occurs first, to elect its officers for a term of 1 year.

(c) *Duties:* The Committee duties shall include: a study of proposed capital projects and improvements involving major non-recurring tangible assets and projects which:

- (i) are purchased, or undertaken, at intervals of not less than five years;
- (ii) have a useful life of at least three (3) years; and
- (iii) incur a total cost over \$10,000.

The Committee shall provide advice and recommendations to the appropriate Town officials, both elected and appointed, regarding the capital improvement needs of the Town. The Committee shall consider the relative need, impact, timing and cost of these expenditures and the effect each will have on the financial position of the town.

(d) *Reports:* The Committee shall submit to the Town Administrator and Town Clerk a careful, detailed estimate, in writing, of all of the requested capital expenditures of the town government for the ensuing fiscal year and the recommended capital expenditures for the ensuing fiscal year and the next five (5) fiscal years. The Capital Improvement Advisory Committee shall also submit to the Town Administrator and Town Clerk a careful, detailed estimate, in writing of all of the previous capital expenditures, by department, for the previous ten (10) fiscal years.

Sec. 2-38. Composition; terms of members.

(a) *Selection and term of members:* The Board of Selectmen shall, after acceptance this section, consist of all current members of the Board of Selectmen, who will, if they so desire, shall serve until the next annual town election regardless of the remaining length of their current elected or appointed term.

After the passage of this section, the registered voters of the town of Stoneham shall, in accordance with any applicable laws, by-laws and votes of the town continue to elect members in accordance with the applicable provisions of Chapter 26 of the Acts and Resolves of 1981 and any subsequent amendment thereto.

(b) *Organizational meeting:* The Board of Selectmen shall meet for organization purposes not later than thirty (30) days following the annual Town meeting or Town election, whichever occurs first, to elect its officers for a term of 1 year.

(c) *Communication:* The Chairman of the Board of Selectmen will be the liaison between the Board of Selectmen and all Town employees, boards, officers, committees, Ombudsman, and departments of the town. No action, request, policy or communication, or decision shall be deemed official unless communicated through the Chairman of the Board of Selectmen in writing and signed by a majority of the Board of Selectmen. Communications sent by electronic mail will be deemed in compliance with this requirement if the entire Board of Selectmen are copied and the Chairman specifically notes the members in agreement within the body of the electronic mail.

Raymie Parker
42 Bonad Road

Article 4. To see if the Town will authorize the Board of Selectmen to accept as a gift from Jeff Cataldo, Trustee of I05 Central Street Condominium Trust, a sewer easement shown on a plan entitled "Sewer Easement Plan of I05 Central Street in Stoneham, Massachusetts," prepared by P.J.F. and Associates dated September 8, 2015, more particularly bounded and described as follows:

Beginning at a point Three Hundred Forty-Three and Thirty-Five Hundredths (343.35') feet from the easterly side of Central Street thence;

S 85° 32' 31" E a distance of Ten and Twenty-One Hundredths (10.21') feet by land now or formerly the Town of Stoneham thence;

N 16° 01' 00" E a distance of Ten and Twenty-One Hundredths (10.21') feet thence; N 85° 32' 31" W a distance of Four and Eighty-Three Hundredths (4.83') feet thence; N 7° 25' 20" E a distance of Nine and Fifty-Seven Hundredths (9.57') feet thence;

S 16° 01' 00" W a distance of Nineteen and Twenty-Seven Hundredths (19.27') feet to the point of beginning.

The Town Administrator and Board of Selectmen are hereby authorized to take any action necessary to accept a gift of the above described sewer easement or to take any other action thereon.

School Committee

Article 5. To see if the Town will vote to abandon and/or discontinue that portion of Summerhill Street containing 231 square feet and shown on a plan entitled "Alteration Plan of Land" dated March 23, 2015, revised April 2, 2015, prepared by Medford Engineering & Survey and described as follows:

Beginning at the Northwesterly corner of the parcel of land at a point thirty three and 41/100 (33.41'), from a stone bound on Summer Street; thence running;

- Southeasterly: by Lot 4A, S 34-10-53 E, a distance of thirty eight and 82/100 feet (38.82'), to a point at Summerhill Street;
- Northeasterly: by Summerhill Street, N 57-29-27 W, a distance of five and 66/100 feet (5.66'), to a point;
- Northwesterly: by Summerhill Street, N 32-30-33 W, a distance of thirty one and 16/100 feet (31.16'), to a point;
- Northwesterly: by Summerhill Street, N 44-35-03 W, a distance of four and 19/100 feet (4.19'), to a point;
- Northwesterly: by Summerhill Street, N 73-39-14 W, a distance of four and 71/100 feet (4.71'), to a point;
- Southwesterly: by Summerhill Street, S 57-29-27 W, a distance of two and 83/100 feet (2.83'), to the point of beginning.

Said abandoned or discontinued area contains 231 square feet of land and is shown on plan entitled "Alteration Plan of Land" dated March 23, 2015, revised April 2, 2015, prepared by Medford Engineering & Survey.

Or to act in any other manner in relation thereto.

Board of Selectmen

Article 6. To see if the Town will vote to transfer the care, custody, management, and control of a parcel of land, said property being a portion of the layout of Summerhill Street and abutting 58 Summerhill Street to the Board of Selectmen for purpose of sale of said land, and further authorize the Board of Selectmen and/or Town Administrator to take any action necessary for said sale or do anything in relation thereto. Said parcel of land being described as follows:

Beginning at the Northwesterly corner of the parcel of land at a point thirty three and 41/100 (33.41'), from a stone bound on Summer Street; thence running;

- Southeasterly: by Lot 4A, S 34-10-53 E, a distance of thirty eight and 82/100 feet (38.82'), to a point at Summerhill Street;

- Northeasterly: by Summerhill Street, N 57-29-27 W, a distance of five and 66/100 feet (5.66'), to a point;
- Northwesterly: by Summerhill Street, N 32-30-33 W, a distance of thirty one and 16/100 feet (31.16'), to a point;
- Northwesterly: by Summerhill Street, N 44-35-03 W, a distance of four and 19/100 feet (4.19'), to a point;
- Northwesterly: by Summerhill Street, N 73-39-14 W, a distance of four and 71/100 feet (4.71'), to a point;
- Southwesterly: by Summerhill Street, S 57-29-27 W, a distance of two and 83/100 feet (2.83'), to the point of beginning.

Said Alteration Area contains 231 square feet of land and is shown on plan entitled "Alteration Plan of Land" dated March 23, 2015, revised April 2, 2015, prepared by Medford Engineering & Survey

Charles F. Houghton
15 Kimball Drive

Article 7. To see if the Town of Stoneham will vote to amend portions of Section 6.7 of the Town of Stoneham Zoning By-Laws by amending or adding the following sections of said Zoning By-law with deletions shown as strikeouts and amendments shown as underlined;

Section 6.7.6 Permitted Signs

(e) Off-Premise and billboard signs are permitted by special Permit in the Commercial I and Commercial III Zoning Districts subject to the procedures and requirements in Section 6.7.8.

6.7.8 *Off-Premise and billboard sign:*

6.7.8.1 Applications: Off-Premise and billboard signs (hereinafter also referred to as "signs" in this Section 6.7.8) shall be permitted in the Commercial I and Commercial III Zoning Districts only by grant of a Special Permit issued by the Planning Board. Special permits may be limited to a term of years specified by the Planning Board. Any person desiring a Special Permit under this section shall submit a Special Permit application to the Planning Board together with a filing fee of \$2,500.00 and ten (10) copies of the application materials as outlined below:

6.7.8.2 Dimensional Restrictions and Design Guidelines: All signs shall be in compliance with the following requirements:

1. Signs shall be permitted in the Commercial I and Commercial III Zoning Districts, provided, however, that no sign shall be located further than 100' from any interstate highway layout ~~or on a lot containing less than three (3) acres in area;~~

7. a.) ~~There shall be no more than for each one thousand five hundred (1500) linear feet one sign along the interstate highway layout in the Commercial I Zoning District. This calculation shall be based on the Zoning Map and such calculation shall be submitted by the Applicant to the Planning Board as part of the application materials;~~
- b.) There shall be no more than one sign along the interstate highway layout in the Commercial III Zoning District.

And further to amend the dimensional chart for signs, currently located following Section 6.7.7.8 of Zoning Bylaws, by adding the below chart for the Commercial I and Commercial III Zones. Said chart to be in addition to the existing dimensional chart for Commercial I, II, III. And further to move all said dimensional charts to follow this ~~new~~ amended Section 6.7.8.

Commercial I and Commercial III

| Sign Type Allowed | Special Permit Required | Max Sign Area | Max Height in Feet | Front and Rear Setback | Side Setback | Max Number | Comment |
|------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------|
| Off-premise & billboard signage - Permitted in Commercial I and <u>Commerical III</u> Districts only | Y | 672 SF per sign face- Not to exceed 14'x48' per sign face | The top of the sign shall be no greater than 50' above the elevation of the interstate Highway immediately adjacent thereto The bottom of the sign shall be no greater then 70' in height from the normal grade as calculated pursuant to Section 6.7.3.3 of these Zoning Bylaws | 40' other than a sign facing an Interstate Highway for which there is no setback requirement *no more than 100' from Interstate Highway Layout • | 40' other than a sign facing an Interstate Highway for which there is no setback requirement *no more than 100' from Interstate Highway Layout • | See Section 6.7.8 | See Section 6.7.8 for additional restrictions and guidelines |

This article shall be conditioned upon and subject to a Development Agreement being entered into by the Town through its Board of Selectmen and Town Administrator, or to act in any other manner in relation thereto.

A copy of the current Section 6.7.8 Off Premise and Billboard Sign and a copy of 6.7.8 as amended by this article is available at the Town Clerk's office for review.

Planning Board

Article 8. To see if the Town will vote to amend the amount to be raised and appropriated under Article No. 1 of the June 8, 2015 Special Town Meeting and adjust the Fiscal Year 2016 departmental budgets and funding sources (as described in Exhibit A), or to do anything in relation thereto.

Board of Selectmen

Article 9. To see if the Town will vote to transfer a sum of money from available funds or Surplus Revenue into the Stabilization Fund, or do anything in relation thereto.

Board of Selectmen

Article 10. To see if the Town will vote to transfer a sum of money from available funds or Surplus Revenue into the Capital Stabilization Fund, or do anything in relation thereto.

Board of Selectmen

Article 11. To see if the Town will vote to transfer Three Thousand Five Hundred One Dollars and Seven Cents (\$3,501.07) from surplus revenue to pay prior year Arena invoices for Zamboni repairs, or do anything in relation thereto.

Board of Selectmen

Article 12. To see if the Town will vote to raise and appropriate or transfer from available funds, or borrow, a sum of money for various capital purchases, or to do anything in relation thereto.

Board of Selectmen

Article 13. To see if the Town will vote to transfer Two Hundred Eighty-Seven Thousand Five Hundred Twenty-Five Dollars and Twelve Cents (\$287,525.12) from surplus revenue for the purpose of funding the Fiscal Year 2015 Snow & Ice Deficit of Two Hundred Eighty-Seven Thousand Five Hundred Twenty-Five Dollars and Twelve Cents (\$287,525.12), or do anything in relation thereto.

Board of Selectmen

Article 14. To see if the Town will vote to appropriate \$486,963 to be received by the Town from the Commonwealth of Massachusetts Chapter 90 local transportation aid funding for fiscal year 2016 for the purpose of continuing the permanent construction program on public ways within the Town

or other eligible municipal projects and authorize the Town Administrator to make such expenditure or do anything in relation thereto.

Board of Selectmen

Article 15. To see if the Town will vote to raise and appropriate or transfer from available funds, or borrow, a sum of money for painting the Fire Station trim as required by the preservation restriction granted to the Massachusetts Historical Commission at Town Meeting of May 7 and 10, 2007 (Article 28), or to do anything in relation thereto.

Historical Commission

Article 16. To see if the Town will vote to amend the duties of the Water and Sewer Review Board.

Water & Sewer Review Board

Article 17. To see if the town will vote to appropriate \$40,000.00 for the annual software licensing fee for Patriot Properties AssessPro software for Fiscal Years 2016, 2017 and 2018.

Board of Assessors

Article 18. To see if the town will vote to appropriate \$34,000 to the Stoneham Assessors Office for the Fiscal Year 2018 triennial recertification of Taxable Personal Property.

Board of Assessors

Article 19. To see if the Town will vote to authorize the Town Administrator to enter a lease or license for up to and including nine (9) years, which may include within said nine (9) year period, option years at the Town's option, for the Unicorn Golf Course (460 Williams Street) and the Stoneham Oaks Golf Course (101R Montvale Avenue) (both courses shown on Stoneham Assessors' Map 22 as Parcel 79) and associated facilities/buildings thereon or a contract in excess of three (3) years, to provide professional management, operations and maintenance for said golf course(s), or any portion thereof, and further to authorize and/or request the Board of Selectmen and/or the Town Administrator to take any action that may be required to further the purposes of this article, including any petition(s) the Commonwealth of Massachusetts, including, but not limited to the General Court, as may be so determined by the Board of Selectmen and/or Town Administrator, or do anything in relation thereto.

Board of Selectmen

Article 20. To see if the Town will vote to authorize the Town Administrator and/or Board of Selectmen enter into any lease(s), license(s), utility or other easement(s), contract(s) and/or other agreement(s), including, power purchase agreement(s), renewable energy certificate contract(s), renewable energy project(s), energy management service agreement(s), and/or other agreement(s) or financial instrument(s) related to the development of solar, renewable or alternative energy, on behalf of the Town, whether with private parties and/or other governmental entities, without the necessity of further town meeting approval, on such terms as the Town Administrator and/or Board of Selectmen may

determine, including any rights to assign, delegate or sublease any rights under the aforementioned documents, for the purpose of installing and operating solar, renewable or alternative energy facilities, for a period of up to, and including, thirty (30) years, on the Stoneham Arena, including as necessary for the effectuation of the purposes set out herein, a limited portion of the property on which said Stoneham Arena is located at 101 Montvale Avenue, Stoneham or the public rights of way, adjacent thereto. And further to authorize and/or request the Board of Selectmen and/or the Town Administrator to take any action that may be required to further the purposes of this article, including any petition(s) to the Commonwealth of Massachusetts, including, but not limited to the General Court, as may be so determined by the Board of Selectmen and/or Town Administrator.

Board of Selectmen

Article 21. To see if the Town will vote to petition the Massachusetts General Court (State Legislature) for and/or in support of a special act to: (i) dispose by sale, subject to further authorization(s) and requirements that may be included in said special act, a parcel of land located on Lynn Fells Parkway in the Town of Stoneham and currently under the control of the Department of Conservation and Recreation (“department”). The parcel subject to this act contains 25,011± square feet and is described in Certificate of Title No. 225345, in the Middlesex South District Registry of Deeds in Book 1256, Page 195, and is shown as Lot 8 on Land Court Plan 34101-C; (ii) provide that any such conveyance is or may be subject to an easement requiring the grantee to make available maintain at its expense on the parcel a certain number, not greater than ten (10) parking spaces in an accessible location, to be available for use by the public during the hours the Middlesex Fells Reservation is open, as set by said Department, such location to be determined and configured by the grantee, subject to the reasonable approval of said Department; and (iii) direct that no less than five percent (5%) of the consideration received from the sale of the parcel shall be paid to the Town of Stoneham, or do anything in relation thereto.

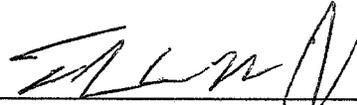
Town Administrator

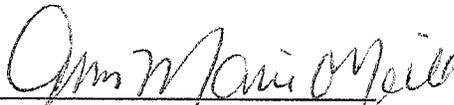
And you are directed to serve this Warrant by posting attested copies in at least ten (10) public places in the Town fourteen (14) days at least before the time for holding said meeting and by causing an attested copy to be published in some newspaper in the town, the publication to be not less than three (3) days before said meeting.

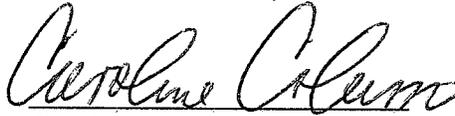
Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at the time and place aforesaid.

Given unto our hands this 22nd day of September in the year of our Lord two thousand fifteen.

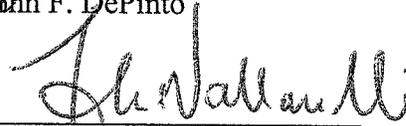
Board of Selectmen


Thomas Boussy, Chairman

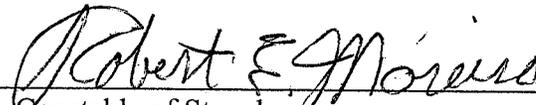

Ann Marie O'Neill, Vice Chairwoman


Caroline Colarusso


John F. DePinto


Frank Vallarelli

Pursuant to the within warrant I have notified and warned the inhabitants of the Town of Stoneham qualified to vote in elections and Town affairs of the within meeting by posting attested copies of the said Warrant in at least ten (10) public places in the Town on October 2, 2015 and by publishing duly attested copy of said Warrant in the Stoneham Independent on September 30, 2015 and October 7, 2015.

A true copy. Attest: 
Constable of Stoneham

Memorandum of Understanding: Seasonal Ice Rink on Stoneham Town Common

October 8, 2015

Contents:

| | |
|---------------------------------------------------|---|
| Chamber of Commerce, Christmas Tree Lighting..... | 1 |
| Sponsorship..... | 2 |
| Financial Transactions..... | 3 |
| Insurance..... | 3 |
| Town Coordination | 3 |
| Debrief Meeting..... | 3 |
| Community Outreach..... | 3 |
| Signage | 3 |
| Timeline..... | 4 |
| Distribution List..... | 4 |

This is a memorandum of understanding among the proponents of the winter ice rink on the Stoneham town common. The proponents are under the leadership of community spirited volunteers Craig Celli, Century 21 Celli and Patrick and Ryan Cassidy, Cassidy Landscaping. This MOU is not a contract; no money or other consideration has been exchanged in relation to it. With multiple people working to realize the vision of a new, wholesome, free-to-all community amenity in the heart of Stoneham, the hope of this document is to provide a shared understanding of logistical details for fiscal year 2016, which began on July 1, 2015 and ends on June 30, 2016.

Because the ice rink is a weather dependent project, all dates related to the installation, operation, end of season shutdown, and ground restoration are approximate. The proponents and the town realize that if an unusually warm or snowy or otherwise extreme weather pattern occurs this winter, it will require agile decision making in as timely a manner as possible. The proponents and the town will endeavor to notify the attached distribution list of changes in scheduling, as well as call logistical meetings as needed.

Chamber of Commerce, Christmas Tree Lighting

With the goal of being good cooperative neighbors, the proponents are coordinating closely with the Chamber of Commerce, which hosts the annual Christmas tree lighting ceremony in late November to ensure that both the rink and the tree lighting are successful, streamlined events, folding in the new tradition of the rink with a beloved old tradition of the tree lighting.

Because of ground freezing concerns, the oval shaped rink frame will be staked in place in advance of the tree lighting and pony rides will occur within the frame. The

proponents will string a double ring of white Christmas lights around the frame. These lights will serve a dual purpose of highlighting the pony area and also calling attention to the possible trip hazard of the rink frame.

Sponsorship / Development Team

There are two title sponsors in place for FY16. These title sponsors are Celli Realty and Cassidy Landscaping. Each title sponsor has committed to donating a minimum of \$2,500 and up to \$5,000, depending on the success of efforts to attract additional sponsors from the community.

Title sponsors will have promotional signage installed around the rink to be visible to the public.

Up to five Corporate Sponsorship opportunities will be available as well for commitments of \$1,000. Each Corporate Sponsor is offered a 2 foot by 3 foot sign within the wall of the rink for the full duration of the skating season. The deadline for Corporate Sponsorship sign up is Wednesday, November 18th. Interested parties should contact Tara Lawler, Ice Rink Volunteer Project Manager, at taraanne04@comcast.net or by phone (617) 529-5731.

Title Sponsors will have a yearly right of first refusal to renew their sponsorship roles for the next skating season. Each will have until the following June 30th to renew their sponsorship role.

In FY16, the Title Sponsors are also playing a lead role as the primary project proponents. Each has donated additional time away from their businesses to lead execution of the rink project. Each expects to continue donating time toward the project over the course of FY16. Each has long established roots in Stoneham and a great deal of local experience. Each believes very strongly in the community building vision of the ice rink.

Century 21 Celli has led community outreach and project management efforts, together with Stoneham resident and volunteer, Tara Lawler.

Cassidy Landscaping will oversee and conduct preparation of ground and installation of the rink as well as restoration of the town common grounds when the rink is removed for the season. In coordination with the town, they will maintain the skim coat on the rink during operations and, assuming moderate snow fall that makes the common generally accessible to the public, they will keep the rink clear of snow. If snow fall accumulates to the extent of the winter of FY15, it may limit usability of the common as a whole and thus affect usability of the rink.

Additionally, Rachel Meredith-Warren, resident and volunteer, has provided technical advice on conventions of project planning, including community engagement and typical

development processes. She has offered to provide similar assistance to any project proposed in the Stoneham community.

Financial Transactions

The rink is the gift to the town of Stoneham from the project proponents. Project proponents will draft any check(s) to "Town of Stoneham." The Town will then use these funds to purchase the rink package and related materials, including, but not necessarily limited to rubber walking mats, support bracket safety padding, signage, water for initial rink fill and routine topping off/skim coating of the rink surface, site preparation and leveling materials, site restoration materials including loam, printing and supplies.

Procurement of project costs will be transacted through the Town of Stoneham. Any purchasing done directly by project proponents is not expected to be reimbursed.

Insurance

The town owns the rink and all related materials. The town will cover the rink under its existing insurance coverage, including but not limited to general liability and property coverage.

Town Coordination

The town will help to maintain the skim coat on the rink by using staff and equipment, including the water buffalo. The town will coordinate with Cassidy Landscaping on deployment of staff and equipment to maintain the rink during the skating season, as well as during the installation period, end of season shut down, and restoration periods.

Debrief Meeting

Before May 31, 2016, the town and the project proponents will meet to debrief the FY16 skating season, identify lessons learned, and form a plan for the FY17 season.

Community Outreach

The project proponents participated in the August meeting of the Stoneham Square Neighborhood Group to engage with residents and understand their concerns. They plan a follow up appearance at the Group's October meeting. The project proponents appeared before the Board of Selectmen in August and were successful in obtaining the support of that board for the project and use of the town common site. The project proponents have met with the Chamber of Commerce and plan another meeting with Chamber in October.

Signage

Signage on the town common will include

- a "coming soon" sign during the Christmas Tree Lighting event;
- a poster of rules and hours of operation
- up to five Corporate Sponsor signs around the perimeter of the rink
- two title sponsorship signs installed outside the rink area

Design and color scheme of signs will be determined together with printer, who will help determine what is feasible. Certain colors may reflect light and heat differently, which may impact the condition of ice. Protecting the condition of the ice is of greatest importance and may limit design options.

Timeline

| | |
|------------------|----------------------------------------------------------------------------------|
| Oct | Check presented from project proponents to town |
| Oct | Rink package purchased |
| Nov 18 | Deadline for Corporate Sponsors |
| Nov 16 to 28 | Site prepared; stakes, rink frame and white perimeter Christmas lights installed |
| Nov 29 | Christmas Tree Lighting Ceremony |
| Dec 23 | Opening ceremony of ice rink |
| Dec 23 to Feb 28 | Rink open between 9am and 9pm |
| Apr | Common restored to original or better conditions |

Distribution List

| | | |
|------------------------|-----------------|------------------------------------------------------------------------------------|
| Town Administrator | David Ragucci | dragucci@ci.stoneham.ma.us |
| Town Planner | Erin Wortman | EWortman@stoneham-ma.gov |
| Town DPW | Bob Grover | bgrover@stoneham-ma.gov |
| Town Selectmen | Erin Sinclair | esinclair@stoneham-ma.gov |
| Volunteer Proj Mgr | Tara Lawler | taraanne04@comcast.net |
| Project Proponent | Craig Celli | craigicelli@gmail.com |
| Project Proponent | Ryan Cassidy | ryan@cassidylandscaping.com |
| Project Proponent | Patrick Cassidy | Patrick@cassidylandscaping.com |
| Chamber of Commerce | Jennifer Welter | ed@stonehamchamber.org |

APPOINTMENT - 10/13/15

Disability Commission

One (1) appointment to a two-year term effective until April 30, 2017.

CANDIDATES:

- * Lorna Saulnier _____
21 Norval Avenue

10/05/15

To the Town of Selectmen,

My name is Lorna Saulnier and I am disabled. I would like to become a member of the Disability board. I feel as a disabled person this will become a unique experience for me. I want to get to know my town and its people and to better serve my community. I believe that knowledge is power and I want to learn as much as I can.

Thank-you,
Lorna Saulnier
Lornadoone38@gmail.com

TOWN OF STONEHAM
BOARD OF SELECTMEN
2015 OCT - 5 A 9: 27

CANDIDATE FOR COMMITTEE/BOARD

Name: Lorna Saulnier (Email) lornadoone38@gmail.com
Address: 21 Norval Ave 781-228-9952
(Work) Unemployed (Tel.) N/A
(Home) Stoneham (Tel.) 781-438-7905

How did/do you hear about the position? Town Website

Have you given your time previously as a volunteer? Y N

If Y, in what capacity/ies? Senior center /Barn sale Couple years ago

Why do you want to become a committee/board member? What would you like to get out of this experience?

a Unique experience in meeting new people and obtaining knowledge and being able to better serve the people of my community.

What interests, activities or hobbies do you enjoy? Computer receptionist work,
helping others, walking, yoga , gardening.

Previous/current Occupation/s, Position: Former CNA, GYM AIDE, RA , PTA

Education/Training, Hobbies or Other Skills: Associates degree in physical science / Microsoft specialist program

Other organizations to which s/he belongs: None

How long do you think you'd like to be involved with the board? As long as they'll have me.

Are you prepared to attend a training/information session/board meeting? yes

Are you willing to undergo a CORI background check? Y N

What are his/her current interests (in the board/committee)? current issues

Comments: I want to better serve and help my community
and people with disabilities.

Sponsor: _____ Date : _____ CORI: _____

Board of Selectmen
35 Central Street
Stoneham, MA 02180



BOYS & GIRLS CLUB
OF STONEHAM & WAKEFIELD

Dear Board of Selectmen:

I am writing to request approval for the Boys & Girls Club of Stoneham to change the operating time of its Beano Game on Sundays to 12:00 noon until 6:00PM beginning Sunday, November 8th, 2015. This is a request to permanently change the Beano game time.

Our Saturday Bingo time will remain unchanged.

Approval of this request by the local Board of Selectman is required by the Massachusetts Lottery Commission in order for us to make the change.

Thank you for your consideration. If there are any questions please do not hesitate to contact me.

Thank you and regards,

A handwritten signature in black ink, appearing to read 'Adam Rodgers', written over a long horizontal line.

Adam Rodgers
Executive Director
Boys & Girls Club of Stoneham
781-438-6770
arodgers@bgcstoneham.org

15 Dale Court
P.O. Box 80064
Tel 781-438-6770
Fax 781-438-0597
www.bgcstoneham.org
Tax ID# 23-7025777

Officers

President
George Getty

Treasurer
Christine Murphy

Secretary
William Chetwynd

Board of Directors

Kevin Mason
John Anderson
Cameron Bain
Emily Seward
Randy Suckney
Lynda Torregrossa
Gloria Devine
Paula DiBartolomeo
Ralph Barile Jr.
Matthew Reopell
Mirela Jonuz

Executive Director

Adam Rodgers

STONEHAM CHAMBER OF COMMERCE

269 MAIN STREET
STONEHAM, MA 02180

STONEHAM CO-OPERATIVE BANK
STONEHAM, MASSACHUSETTS 02180

53-7158/2113

5153

9/20/2015

PAY TO THE ORDER OF Town of Stoneham

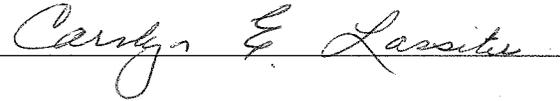
**1,000.00
\$

One Thousand and 00/100*****

DOLLARS

Town of Stoneham
35 Central Street
Stoneham, MA 02180

Donation for support - Town Day2015, September 19



⑈005153⑈ ⑆211371586⑆ 040001380⑈

STONEHAM CHAMBER OF COMMERCE

Town of Stoneham

9/20/2015

5153

FUNDRAISING EXPENSES:Town Day E Donation for support - Town Day2015, September 19

1,000.00

Chamber Operating A Donation for support - Town Day2015, Septemb

1,000.00

STONEHAM PUBLIC SCHOOLS
STONEHAM, MASSACHUSETTS

**SCHOOL COMMITTEE MEETING
CENTRAL MIDDLE SCHOOL
SEPTEMBER 24, 2015**

The meeting of the School Committee was held at 7:30 P.M. on Thursday, September 10, 2015 at the Central Middle School with the following members present: S. MacNeill, Chair; D. Maurer, Vice-Chair; S. McCarthy, M. Christie and J. Craigie. Also present were Dr. Les Olson, Superintendent of Schools; Francine Bouchard, Director of Finance; and Jonathan Schores, Student Representative.

Also: Board of Selectmen members Thomas Boussy, Chair; Ann Marie O'Neill, Vice Chair; John DePinto, F. Vallarelli, Caroline Colarusso; and Town Administrator D. Ragucci.

S. MacNeill called the open session of the School Committee to order at 7:30 P.M.

A. Pledge of Allegiance

B. Action to Approve the Minutes of:

September 10, 2015 Regular Meeting

ACTION: A motion was made by J. Craigie and seconded by M. Christie to approve the minutes of September 10, 2015. The motion was approved 4-0-1 with S. McCarthy abstaining.

C. Approval of Warrant

ACTION: A motion was made by S. McCarthy and seconded by J. Craigie to approve Bill Warrant #16-5 in the amount of \$430,439.11. The motion was approved 5-0.

D. Student Representative

Jonathan reported on Student Council, fall sports and the Drama Club's upcoming production of "*You Can't Take It With You.*"

E. Public Comment

None

F. Strategic Plan Discussion and Adoption

Dr. Olson announced that the final meeting of the Strategic Planning Committee was on Monday and recommended adoption and approval of the plan.

ACTION: A motion was made by J. Craigie and seconded by S. McCarthy to adopt the Strategic Plan. The motion was approved 5-0.

Dr. Olson thanked the Planning Committee. The Plan will be distributed at the Special Town Meeting and placed on the school website.

G. Bi-Board Meeting with Board of Selectmen

ACTION: A motion was made by J. DePinto and seconded by C. Collarusso to open the Board of Selectmen's meeting with the School Committee. The motion was approved 5-0.

The Bi-Board discussed the following agenda items:

Stoneham High School Building Needs/MSBA Application/Feasibility Study

Dr. Olson announced that after three years of submitting applications to the MSBA, the High School application has advanced to the second stage. A site visit has been scheduled for next Tuesday to verify the information that was submitted with the application. If the project is approved, the next steps would be to bring it to Town Meeting, appoint a building committee and do a feasibility study.

See Click Fix

T. Boussy reported that See Click Fix has been a valuable tool for the Town but had concerns that complaints are being closed out before the issues are resolved.

Recycling Programs and Coordinator

S. MacNeill reported that the organic recycling at the schools had to be put on hold because no one came to pick it up and after two weeks it became a public health issue. The program had been implemented by the town's recycling coordinator but the position had been funded by a grant and the grant ran out. F. Vallarelli believes that organic recycling is a part of the Hiltz contract and requested that D. Ragucci follow up with Hiltz.

Robert and Diane Raniri of Cowdry Street were present at the meeting and voiced their displeasure over the elimination of the position of recycling coordinator and their concerns that organic recycling was not being done in the schools.

School Safety

C. Colarusso reported that she has met with crossing guards and Officer Joe Ponzo regarding the traffic problems in town and the safety of students. She asked that the School Committee work together with her, the Town Administrator and Safety Officer to address some of the traffic concerns. Dave Maurer volunteered to work with them.

She also stated that she has had some complaints regarding student activity on the buses and asked if a bus monitor could be placed on the busses. Dr. Olson replied that he has not received any complaints since the first week of school and that the bus driver has been communicating with the principals and reporting any issues with student behavior.

A discussion followed regarding several new housing developments throughout town that could increase enrollment in schools. Dr. Olson reported that there is some room for growth in all of the schools. S. MacNeill questioned C. Colarusso's promoting charter schools and the impact on the school budget when students go to charter schools. C. Colarusso responded that she felt parents should have a choice where they educate their children. Dr. Olson explained that the state gives \$1,600 per student in Chapter 70 funds but the appropriation is cut by over \$800,000 total for the 73 students attending charter schools.

Budget

C. Colarusso extended an invitation to the School Committee to participate in a "Compact Community" program with Governor Baker's office and work together on budget and budget formatting. For this year, T. Boussy suggested mirroring Reading's format using Munis reports with narratives.

The Committees also discussed Capital Funding and Warrant Articles for the upcoming Town Meeting.

ACTION: A motion was made by F. Vallarelli and seconded by J. DePinto to adjourn at 9:40 P.M. The motion was approved unanimously by the Board of Selectmen.

ACTION: A motion was made by J. Craigie and seconded by S. McCarthy to adjourn at 9:40 P.M. The motion was approved unanimously by the School Committee.

RESPECTFULLY SUBMITTED
LES E. OLSON, SUPERINTENDENT OF SCHOOLS

DOCUMENTS REVIEWED:
Minutes September 10 2015
Bill Warrant 16-5
Strategic Plan

Stoneham Board of Selectmen – Minutes of Meeting of September 22, 2015

Chairman Thomas Boussy called the meeting to order at 7:00 p.m. Also present were Selectwoman Caroline Colarusso, Selectman John F. DePinto, Selectwoman Ann Marie O'Neill, Selectman Frank Vallarelli, Town Administrator David Ragucci and Town Counsel William H. Solomon.

The following minutes include the actions taken at the meeting and a brief summary of the discussions had by the Board of Selectmen. If you would like to hear detailed discussion please see the time listed next to each agenda item and go to Stoneham TV on Demand available from the homepage www.stoneham-ma.gov

Pledge of Allegiance

Update from Senator Jason Lewis & State Representative Michael Day (Time :45-34:08 on Stoneham TV on Demand)

State Representative Michael Day spoke on the following budget items: FY16 budget has been resolved and passed, the amount of local aid was 3.426 million dollars which is an increase of about \$120,000 from last year, Chapter 70 went up to 3.838 million which is an increase of \$60,000 from last year and \$50,000 to Stoneham for the Substance Abuse Coalition Coordinator. Representative Day states that the Substance Abuse Coalition is having an event on October 2, 2015 6pm at the Montvale Plaza he would like to encourage everyone here and at home to come to this event. Representative Day stated that they over road other cuts on the vetoes such as to education funding which will restore full day kindergarten grants, early education programs, as well as UMASS scholarship programs, directly \$6,000 of programming to Stoneham Cultural Council as well as \$11,500 to Stoneham Theatre for programming. He also mentioned Massachusetts Rental Voucher Program was restored. He states there will be about 1,000 new vouchers to families at risk of homelessness. He states the money will be used to implement a law that passed last session that was built on Massachusetts Special Commission on Unaccompanied Homeless Youth. He states they will move forward on those recommendations and the piece there that he is proud of is not only is it going to keep these kids off the street which will add some stability to their lives it is also going to significantly cut down on societal costs such as crime and emergency services. He states this was driven forward by Max Davis a young man from Stoneham who has been in the State House repeatedly along with his parents Brenna and Michael Davis. They were the driving force behind this line item. He states Stoneham should be proud of Max and his work on this. Representative Day states the House also approved funding for a piolet program for post-partum depression and for prostate cancer research. Representative Day states that they restored 1 million dollars of funding to the Stone Zoo to operational budget. He states they received a commitment from the administration that Zoo New England will receive 3 million dollars under a Mass Works grant. That money will be dedicated to capital investments and deferred maintenance. He stated that 2.8 of that 3 million will directly to the Stone Zoo and as result of that Stone Zoo was just informed that it received it reaccreditation which is a huge bonus for us. He states there are some strings with the reaccreditation but it is a huge step to secure the Zoos future. He would like to thank everyone from the community that helped. Representative Day states there is a transportation forum coming up on October 30th at 7pm at Town Hall. He states this is the opportunity for Stoneham to come out and talk to the head of the MBTA on the needs and what we would like to see. Representative Day states there was a senior panel discussion yesterday at the Senior Center that will broadcast on Stoneham TV starting next week highlighting all the services and resources available for seniors in Stoneham. He would also like to let everyone know about the Veterans Day Road Race on November 11, 2015 which will be a 5k road race. He encourages everyone to sign up and run it. He states that the turn out for the Veterans Day Ceremony has been dismal stating it is usually less than 20 people at Town Hall. There is a group of them who would like to see this change and they think by putting the race together it will help us come together to honor our veterans. Senator Jason Lewis would like to start with congratulating the Town and the Chamber of Commerce on another fantastic Town Day this past weekend. He would like say how much of an accomplishment it was for Rep Day on his very first budget in the State House on a number of the items he mentioned and imp articular the \$50,000 for a coordinator for Stoneham Substance Abuse Coalition. He states we would have not been successful with that if it was not for Rep Day. Senator Lewis also mentions the incredible accomplishment we had all together with the funding to the Stone Zoo. He states with all the support from the community, the Board, the letter and petitions Secretary Ash stated heard it load and clear and he was the key decision maker on that along with the Baker administration. Senator Lewis states he is aware that the community would like a bus stop at the Zoo and he has brought that up with the MBTA multiple times. He states they have always told him they have safety concerns. He states they are not giving up and he will continue to raise that with them and seek to increase access to the Stone Zoo. Senator Lewis speaks on Chapter 70 School funding formula. They were successful in creating a foundation budget review commission in the State budget last year. That commission was formed and they have been holding hearing around the State. Senator Lewis and Rep Day both testified at the hearing. They came out with their preliminary report in June. He states there was a very strong finding that due to health insurance cost and special needs those have led to expenses for our school districts that significantly exceed what assumed in the formula and therefor the State has been essentially under funding the needs of our school districts. He states they will be finishing their work in November and there will be a final report. Senator Lewis, Rep. Day and many of their colleges will be pushing hard to then take that up in the budget next year and start taking steps to address that in education funding moving forward. Senator Lewis states he knows there is a desire in the community to improve pedestrian access, bike access, sidewalks and he states they are continuing to monitor the launch of the complete streets program. He states the Department of Transportation is still working to put together the parameters for the program and he will make sure he keeps them updated. Senator Lewis states this would be a separate pot of Chapter 90 money that would become available to those communities. Senator Lewis speaks about the Eversource project and that they have had numerous meeting with Eversource and the Department of Transportation to push for alternative paths of travel that would go out and around Stoneham. He states they have written letters to the Secretary of Transportation and to Governor Baker. Senator Lewis states at this point they are waiting for feedback from the utility. He is expecting them to go to the Energy Facilities Sighting Board by the end of this month. He states will still have the opportunity to comment on the project and they will continue to advocate for Stoneham. Senator Lewis speaks on the Tri Community Bikeway. He states the funding that was in this fiscal year has now been transferred to the next fiscal year which means our funding is protected. The last topic Senator Lewis address is the issue on Ravine Road. He states there were concerns about a guardrail. He states that they have come up with a design that meets everyone's approval. Chairman Boussy thanks Senator Lewis and Representative Day and states he thinks that was very thorough and that he is glad that Stoneham is moving up. He states the information on the Zoo is fantastic and there is a lot of good things happening in the State House. He states they appreciate the hard work that they are doing for Stoneham. Selectwoman Colarusso states they are getting calls and complaints regarding the intersection at North Street. She asks if they can conduct a traffic study at that intersection. Representative Day states they are well beyond a traffic study and states that the DOT has this on the list. He states they are working with the engineer in town. Town Administrator Ragucci states it is at 75% design. Selectwoman Colarusso asks if they can share the results of the traffic study. Representative Day states it is between the Town and DOT on what the town would like vs. what the DOT is willing to do. Selectwoman Colarusso states she would like something done before someone get seriously hurt. Mr. Ragucci states he believes this is on the tip for FY17. Selectwoman Colarusso would like to see this project done sooner than FY17. Mr. Ragucci states the MPO controls the tip dollars and they can try to move this up but he doesn't think it will happen. Representative Day states the intersection at Friendly's is also a

problem intersection. Selectwoman Colarusso states she hopes we are bracing ourselves where we have Langwood Commons, Weiss Farm proposed and Fallon Road which will be several thousand more residents which equates to thousands of more vehicles in a short period of time on our roads and she would like to see planning at the town and state levels. Selectwoman O'Neill asks if there is any State or DCR resources that we can partner with on these roadways that we don't have any control over. Representative Day states he met with the Commissioner and that intersection was one of the big pieces they talked about and he was told they are under an order from the court not to do anything there until Langwood Commons litigation plays out. Senator Lewis states they have been working on different areas to help with the traffic flow. Selectwoman O'Neill states she would like to gather some of the research from Reading. She states she has talked to some of the officials there and they are excited about it. She states like Senator Lewis said it sounds like it should make some vast improvements and help the flow of traffic. Chairman Boussy asks if this ties into complete streets. Senator Lewis states it can. Selectwoman O'Neill why there are no buses just beyond the school and is it because there are no safe places to stop. Senator Lewis states he is not sure. Selectwoman O'Neill states she will find that out on the 30th. Chairman Boussy discusses the MWRA project that is going on in Reading and states it is like having a crystal ball and seeing what is going to happen in Stoneham in a year from now with MWRA and Eversource projects coming through. Mr. Ragucci discuss the MWRA mitigation money discussions he has been having for the Town of Stoneham. Mr. Ragucci states the idea he would like to float to Senator Lewis and Representative Day and ask for their help on is that this pipeline they are putting through Stoneham is not just for the redundancy of Stoneham but to also be the branch to Northwestern part of the State. His idea and suggestion is the communities that are not members now why shouldn't they be assessed something on top of their water bills to pay Stoneham for the inconvenience and the loss of underground space. He is not asking the MWRA to burden their current customers but when a new community wants to come online why shouldn't Stoneham get .2% of every gallon that is going into that community. He asks if something like this would require a special act of the legislature or is it something we can negotiate in a mitigation agreement with the MWRA. Representative Day states he will look into and follow up with him. Selectwoman O'Neill states getting the money for the Zoo is fantastic. She states that was a big community effort and would like to thank her Board members and the members of the community. Senator Lewis states this a great opportunity to strengthen the relationship between the Town, Schools and the Zoo.

Public Hearing Site Plan/85 Cedar Street/Riemer & Braunstein (Time 34:19- 62:29 on Stoneham TV on Demand)

Attorney Mark Vaughan from Riemer & Braunstein was present to represent BJ's Wholesale Club. Selectmen DePinto read the Notice of Hearing. Attorney Vaughan discusses the proposed changes to the location and states this will require a special permit from the Planning Board and was approved unanimously. Mr. Luke DeStefano with Bohler Engineering walked the Board through the layout. Selectman DePinto asked if they were selling anything other than gas. Attorney Vaughan stated there would be no retail items sold from the kiosk other than BJ's membership cards. Selectman DePinto read the Department Recommendations: DPW Engineering – Agreed, Police Department – Agreed, Board of Health – Agreed, Fire Department – Agreed and Inspectional Service – Agreed. Attorney Vaughan explains the canopy signs and states they have not met with the Zoning Board of Appeals. Selectman Vallarelli asks if the hours of operation will be in conjunction with the store hours. Attorney Vaughan stated that hours of operation will be 6:30 a.m. to 10:00 p.m. Monday-Saturday and 6:30 a.m. to 8:00 p.m. on Sundays. Selectman Vallarelli asks if there is any plan to come back and revise the signage out by Route 93. Attorney Vaughan states no they are not altering that sign. The Board was not comfortable approving the proposed canopy signage at this time as they have not yet appeared before the Zoning Board of Appeals for a variance for the 2 canopy signs. Therefore, they approved the overall site plan without the canopy signage, with a condition that a site plan amendment will be submitted in the future to reflect any canopy signage approved by the Zoning Board of Appeals. Selectwoman O'Neill asks how large the canopy is and can it be seen from any of the neighborhood. Attorney Vaughan states the canopy will not be intrusive. Chairman Boussy asks if it backs up to the expressway. Attorney Vaughan states yes. Selectwoman Colarusso understand the concerns of the Board members but as she shops at BJ's and would love to get gas there. Also, she states they are right the back parking lot is always empty. She likes the design and thinks it will provide a great service to folks that are there. Selectwoman Colarusso asks when the project will be started. They stated it will probably not begin until the spring. Chairman Boussy open to public comment. There was no public comment. Selectman DePinto made a motion to approve the site plan except for anything they need a variance for, seconded by Selectwoman Colarusso. Attorney Solomon stated that in the site plan approval letter it should be noted that there will be no other retail items sold at the kiosk other than BJ's memberships. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
 Selectman DePinto
 Selectwoman O'Neill
 Selectman Vallarelli
 Chairman Boussy

Motion passed (5-0).

Public Hearing Underground Storage Tank/85 Cedar Street/Riemer & Braunstein (Time 62:40-65:55 on Stoneham TV on Demand)

Selectman DePinto read the Notice of Hearing. Attorney Mark Vaughan was present to represent BJ's Wholesale Club. Selectman DePinto moved to approve the underground tank license, seconded by Selectwoman O'Neill and **unanimously voted (5-0)**.

Public Hearing Site Plan/42 Pleasant Street/Houghton (Time 69:35-117:29 on Stoneham TV on Demand)

Selectman DePinto discloses he is a member of the Appian Club which is located at 42 Pleasant Street. He states he wants that on the record and does not feel this would influence his vote tonight. He states they are tenants of the current owner. He states he is not an officer of the Appian Club. Selectman Vallarelli also discloses he is a member of the Appian Club and filled out a notice tonight. Selectman DePinto read the Notice of Hearing. Attorney Charles F. Houghton was present to represent Forty Two Pleasant Street Nominee Trust and stated that they have been to Town Meeting, the Planning Board for Special Permit and they are here tonight to go over the Department Head Reviews on the site plan. He states when they were at the Planning Board the work to the intersection at Pleasant and Spring Streets was left up to the Selectmen. The Planning Board did not issue an opinion on the two designs. Selectman DePinto read the Department Recommendations: DPW Engineering – Agreed, Police Department – Agreed, Board of Health – Agreed, Fire Department – Agreed and Inspectional Service – Agreed. Chairman Boussy asks if anyone has comments up to this point. Anthony Wilson 181 Central Street spoke. Chairman Boussy states that the motion will include the 4 foot high scalloped fence. Attorney Houghton discusses the traffic plans with the Board. Chairman Boussy apologizes but thinks the Board needs more time to digest this because it is a big decision. Selectwoman O'Neill asks about a light at the intersection. The traffic engineer states that would cause more congestion and high risk of accidents. Selectman Vallarelli states he would go with the recommendation from the Police Chief and Safety Officer. The traffic engineer states

to Selectwoman O'Neill there has been traffic counts and studies such as accident history done at the intersection. Chairman Boussy opens for public, comments. Attorney Cicatelli representing Lake Industries spoke. Chairman Boussy closes public hearing. Selectman Vallarelli made a motion to continue the hearing until October 13, 2015 at 7:20 p.m., seconded by Selectwoman O'Neill and **unanimously voted (5-0)**. Attorney Houghton will forward the studies and plans to the Board of Selectmen for review.

Accept and Number Warrant Articles & Sign Warrant for October Town Meeting (Time 120:00-141:45 on Stoneham TV on Demand)

The Board of Selectmen accepted and numbered the warrant articles 1-21. Larry Means 4 Victoria Lane spoke. Selectman DePinto made a motion to sign the Warrant, seconded by Selectwoman O'Neill. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Sidewalk Discussion (Time 142:50-161:56 on Stoneham TV on Demand)

Town Administrator Ragucci walks the Board through the sidewalk program. Chairman Boussy states they need to start budgeting to do sidewalks. The Board members discussed their concerns on specific areas of town and what they are looking to see moving forward. Chairman Boussy opens for public comment. There were no comments. Mr. Grover recommends to spend the \$100,000 now and put the rest into next year's program that they will develop and bid over the winter. Chairman Boussy would like to entertain a motion to drop \$50,000 on William Street to get us down to around \$100,000-\$108,000 then we will use the \$8,000 from the mitigation money to cover overages from the \$108,000-\$110,000 and authorize that to get done this year and then we will have a discussion about budgeting sidewalks next year. Selectwoman Colarusso made the motion stating she believes we have to start somewhere, seconded by Selectwoman O'Neill **and unanimously voted (5-0)**.

Meeting recessed at 9:40 p.m.

Meeting reconvened at 9:50 p.m.

Selectwoman O'Neill made a motion to move item #8 to the end, seconded by Selectman DePinto **and unanimously voted (5-0)**.

Accept Policy for Professional Standard of Conduct (Time 171:01-173:08 on Stoneham TV on Demand)

Selectman DePinto made a motion to accept the Professional Standard of Conduct Policy, seconded by Selectwoman Colarusso **and unanimously voted (5-0)**. Chairman Boussy he is glad to see these coming in and this is where the intranet site would be used to upload all these for employees to view once year. Selectwoman O'Neill states it looks great. Selectwoman Colarusso tells Mr. Ragucci whoever did this did an excellent job.

Accept Policy for Use of Town Assets/Vehicles for Non Town Purposes (Time 173:10-176:48 on Stoneham TV on Demand)

Selectman DePinto made a motion to accept the Use of Town Assets/Vehicles for Non Town Purposes Policy, seconded by Selectwoman Colarusso **and unanimously voted (5-0)**.

Accept Policy for Affordable Care Act (Time 177:07-178:40 on Stoneham TV on Demand)

Selectman DePinto made a motion to accept the Affordable Care Act Policy, seconded by Selectwoman O'Neill **and unanimously voted (5-0)**.

Accept Policy for Travel Expense Reimbursement Policy (Time 178:42-180:23 on Stoneham TV on Demand)

Selectwoman Colarusso made a motion to accept the Travel Expense Reimbursement Policy, seconded by Selectwoman O'Neill **and unanimously voted (5-0)**.

Accept Policy for Internship Program (Time 180:30-183:10 on Stoneham TV on Demand)

Selectwoman O'Neill states she would like to see us define our needs and put that out there for someone to apply for a job. She states maybe this should really be a summer work program. Selectwoman O'Neill still would like to look at an internship program that would benefit the student and the town. Selectwoman O'Neill states she would like to make this a little more structured and flexible to a real internship vs a summer program. The Board will review this again in a month. Selectwoman O'Neill states Ginny did a great job and she loves the evaluation process in it.

MWRA Mitigation Money/TA (Time 183:13-191:36 on Stoneham TV on Demand)

Mr. Ragucci states that two communities Quincy and Winthrop have gotten \$760,000 each in mitigation in 2016. He states that communities in the Sudbury, Wachusett and Quabbin watersheds get pioret money. Communities in other watersheds such as Chestnut Hill, Cochituate and Spot Pond do not. Mr. Ragucci states if Stoneham is going to bear the brunt of growth for MWRA he thinks Stoneham should reap some of the future benefits of it. Mr. Ragucci states lets pick land and charge them maybe \$10,000 a month to lease it from us and take those dollars and repurpose them for whatever the Board wishes. Chairman Boussy asks why can't we tax them on the pipe where we can tax Eversource. Mr. Ragucci states because one is a public entity. Mr. Ragucci states he would like two selectmen, himself and Bill to sit down with Mr. Laskey. Selectman DePinto, Selectwoman Colarusso and Chairman Boussy are interested in participating. Mr. Ragucci asks the Board to email him what they would like to see in mitigation. The Board agrees sidewalks is definitely one of them.

Fallon Road Mitigation Money Discussion/Boussy (Time 191:37-194:35 on Stoneham TV on Demand)

Chairman Boussy states we had 1.7 million. We have spent almost \$100,000 and will probably use \$50,000 on streets if not more next year. He states he would like to get a wish list together. He states they also have Viewpoint which is \$40,000. Chairman Boussy states he would really like to start the wish list with definitely projects, wish list and dreams and prioritize it so it is not all spent in the first year. The Board agrees.

Stockwell (Time 194:36-197:07 on Stoneham TV on Demand)

Selectman DePinto made a motion to approve request 1, 2 & 4 and have Attorney Solomon look at request #3 where we have a program with Winchester Hospital and bring back request 3 at our next meeting, seconded by Selectwoman O'Neill **and unanimously voted (5-0)**. The Board would like to revisit how Stockwell is presented for approval.

Approve Minutes (Time 197:08-197:49 on Stoneham TV on Demand)

Chairman Boussy states they are not ready to approve the minutes of the Eversouce Subcommittee Meeting. Selectman DePinto made motion to approve minutes of 9/8/15, seconded by Selectman Vallarelli and **voted (5-0)**.

Town Administrator (Time 198:10-208:12 on Stoneham TV on Demand)

Town Administrator Ragucci states that the Library Director will be retiring in April after 30 years of service to the community. He will be talking with her early next year about the transition period and will be sitting down with the trustees regarding the process of filling her position. The trustees directly control the employees of the Library. Mr. Ragucci and Ginny will more of assistants in moving the process along. Mr. Ragucci states he has called the Commissioner's Office three times on the bus stop cement pad. He states he is still waiting for a call back from the point person Mr. Lowell. Selectwoman Colarusso and Selectwoman O'Neill stated they felt the only issue with the stop was where the funding was coming from. They were unaware of there being any safety issues. Selectwoman O'Neill states maybe we need to go back to our State Reps and have them push a little harder for us. Mr. Ragucci states four people who pulled out the RFPs on the golf course. He states three of these businesses they met with for a question and answer period. Mr. Ragucci states the businesses told him that basically what you are asking for is something they would not be interested in bidding on. They felt the asking price was too much, staffing levels needed clarity, water costs and a host of other issues. The golf RFP committee is going to be tweaking and he asks that the Board put this on for the October 13th meeting. Mr. Ragucci states the Food Truck Festival had a conference call with all of our departments. He states we are on board for October 17th event. Mr. Ragucci states he invited Carl Anderson here from Viewpoint. Mr. Ragucci would like the Board to consider using 34,400 of the mitigation dollars that would pay for the startup cost and the first year. Chairman Boussy states he asked this topic go on the next meeting so they had to time to go over what they are doing with the mitigation money.

Miscellaneous

No discussion.

Issues/Matter of legal requirements for Town employee meal and rest breaks (Time 208:45-209:40 on Stoneham TV on Demand)

Selectman DePinto moved that Board vote to enter executive session to discuss employee meals and rest breaks pursuant MGL 30A Section 21 A2 to construct a strategy session in preparation for negotiations with non-union personnel and MGL 30A Section 21 A3 to discuss strategy with respect to collective bargaining since an opening meeting may have detrimental effect on the bargaining position of the Board as declared by the Chair. Chairman Boussy declares this could be problematic. Motion was seconded by Selectman Vallarelli. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Executive Session (Time 209:41-210:19 on Stoneham TV on Demand)

Selectman DePinto moved that the Board vote to enter executive session to discuss employee retirement incentive for non-public safety, collective bargaining employees pursuant to MGL Chapter 30A Section 21 A3 to discuss strategy with respect to collective bargaining since an opening meeting may have detrimental effect on the bargaining position of the Board as declared by the Chairman and not to return to open session, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Respectfully submitted,
Erin Sinclair



P.O. Box 80453
Stoneham, MA 02180

BILL TO
Town of Stoneham Islands
Attn: Erin Wortman
Stoneham, MA 02180

INVOICE # 18161
DATE 10/05/2015
DUE DATE 11/04/2015
TERMS Net 30

| DATE | ACCOUNT SUMMARY | AMOUNT |
|------------|--------------------------------------------------------|--------------------|
| 09/10/2015 | Balance Forward | \$20,016.66 |
| | Payments and credits between 09/10/2015 and 10/05/2015 | 0.00 |
| | New charges (details below) | 2,238.00 |
| | Total Amount Due | \$22,254.66 |

| SERVICE | DATE | QTY | RATE | AMOUNT |
|----------------|------------|-----|----------|----------|
| Plantings/Etc. | 07/08/2015 | 1 | 2,238.00 | 2,238.00 |

TOTAL OF NEW CHARGES 2,238.00
BALANCE DUE **\$22,254.66**


GROUNDMASTERS
 CORPORATION

P.O. Box 80453
 Stoneham, MA 02180

BILL TO
 Town of Stoneham Islands
 Attn: Erin Wortman
 Stoneham, MA 02180

INVOICE # 18174
 DATE 10/06/2015
 DUE DATE 11/05/2015
 TERMS Net 30

| DATE | ACCOUNT SUMMARY | AMOUNT |
|------------|--------------------------------------------------------|--------------------|
| 10/05/2015 | Balance Forward | \$22,254.66 |
| | Payments and credits between 10/05/2015 and 10/06/2015 | 0.00 |
| | New charges (details below) | 614.00 |
| | Total Amount Due | \$22,868.66 |

| SERVICE | DATE | QTY | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------------|------------|-----|-------|--------|
| Plant Installation | 07/22/2015 | 9 | 45.00 | 405.00 |
| <i>removal of grasses blocking drivers' view near Hess and pickup and installation of perennials etc</i> | | | | |
| Perennial Installation | 07/22/2015 | 11 | 19.00 | 209.00 |
| <i>Stella D'oro Daylily</i> | | | | |

| | |
|-----------------------------|--------------------|
| TOTAL OF NEW CHARGES | 614.00 |
| BALANCE DUE | \$22,868.66 |



TOWN OF
STONEHAM

MASSACHUSETTS, 02180

Memorial Day Parade Committee
Town Hall, 35 Central Street
Stoneham, MA 02180

Maureen Buckley,, Chairman
Kevin Cantwell, Vice Chairman

October 4, 2015

Mr. David Ragucci – Town Administrator
Stoneham Town Hall
Stoneham, Mass 02180

RE: 2015 Veterans Day Ceremony

The Stoneham Memorial Day Committee respectfully requests permission to hold a Veterans Day Ceremony on Wednesday, November 11, 2015, at 10:30 am, in front of Stoneham Town Hall.

On behalf of the Committee, we extend a most cordial invitation for your attendance. We also welcome all town departments and committees to gather with us and recognize our veterans. We are extending invitations to other local dignitaries, including a Veteran as guest speaker.

We would also like to request permission for the large American flag to be placed on the side of the Town Hall building for the day.

This year the committee is also hosting a Veterans Memorial 5K race/walk, beginning directly following the ceremony at 11:30am.

Should there be inclement weather, we are requesting use of the Town Hall auditorium so that an indoor Ceremony can be held at 10:30am.

Very truly yours,

Maureen Buckley, Chairman
Memorial Veterans Day Committee

Cc: Tom Boussy, Chairman Board of Selectman
James McIntyre, Chief of Police
Robert Grover, DPW Director
Joseph Rolli, Chief of Fire Department
Jim Devlin, Veterans Agent
Dr Les Olson, Superintendent of Schools

Licensing Board for the Town of Stoneham

(Return to the Board of Selectmen, 35 Central Street, Stoneham, MA 02180)

License Application for Entertainment License (Seven Days)

To: The Board of Selectmen

Date: 5/14/15

In accordance with the provisions of C. 140, S. 181 (*183A) of the General Laws, the undersigned hereby applies for a license for the following form(s) of Public Amusement or Exhibitions to be exercised on the premises located at:

Location of Premises Stoneham Square (in front of City Hall)

Description of Premises: _____

Please check appropriate item(s):

Jukebox _____ Television _____ Taped Music _____ Radio X

Instrumental X No. of Instruments _____

Kind of Instruments: TBD

Vocal Music X No. of persons TBD

Signature of Applicant: _____

Firm Name: FOOD TRUCK FESTIVAL of AMERICA

Business Address: 214 LINCOLN STREET SUITE 300 ALLSTON MA 02134

Home Address: _____

Applicant Phone#: 617-782-7117

For Office Use Only:

Approved: [Signature]
Chief of Police

2015 OCT - 6 | P 3:40
TOWN OF STONEHAM
BOARD OF SELECTMEN